



Bob Ferguson
ATTORNEY GENERAL OF WASHINGTON

Natural Resources Division
PO Box 40100 • Olympia WA 98504-0100

**ATTORNEY WORK PRODUCT
CONFIDENTIAL ATTORNEY/CLIENT
PRIVILEGED COMMUNICATION**

Redacted

**CONFIDENTIAL ATTORNEY/CLIENT PRIVILEGED COMMUNICATION
DO NOT DISCLOSE**

ATTORNEY GENERAL OF WASHINGTON

Redacted

CONFIDENTIAL ATTORNEY/CLIENT PRIVILEGED COMMUNICATION
DO NOT DISCLOSE

DNR-00049513

ATTORNEY GENERAL OF WASHINGTON

Redacted

CONFIDENTIAL ATTORNEY/CLIENT PRIVILEGED COMMUNICATION
DO NOT DISCLOSE

DNR-00049514

ATTORNEY GENERAL OF WASHINGTON

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CONFIDENTIAL ATTORNEY/CLIENT PRIVILEGED COMMUNICATION
DO NOT DISCLOSE

DNR-00049515

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MAY 06 2015

STATE LANDS DIV.

RECEIVED AND FILED
IN OPEN COURT
APR 24 2015
DAVID W. PETERSON
KITSAP COUNTY CLERK

STATE OF WASHINGTON

COUNTY OF KITSAP

IN RE THE ESTATE OF

NO. 04-4-00770-3

WILLIAM J. SESKO,

ORDER RE: INSTRUCTIONS AND
AUTHORITY TO ACT

Decedent.

Melissa -
Do you know what
this is for? It was
on my chair, but
addressed to (GR)
Renee Hamilton

THIS MATTER having come on regularly for hearing by Pacific Guardianship Services (PGS), the duly appointed and acting Successor Administrator of the Estate of William J. Sesko upon the *Petition for Instructions and Authority to Act*; the Court having read said Petition and having heard the testimony offered in support thereof, now therefore, It is Hereby

ORDERED, ADJUDGED and DECREED as follows:

1. PGS as Administrator is authorized to pay all necessary taxes, penalties and interest on the real properties belonging to the Seskos (Estate of William Sesko and the Guardianship of Natacha Sesko (Kitsap County cause No. 13-4-00234-4) and to bring all taxes current through 2015;
2. PGS as Administrator is authorized and directed to list any property owned by the Estate, "AS IS" with an experienced real estate broker, by negotiation consistent with the procedure and notices contained in RCW 11.56.110, 11.92.115, and 11.92.120, and to furnish title insurance and pay customary and necessary expenses of the sale from the sale proceeds;
3. PGS as Administrator is authorized to retain and pay the services of an experienced real property appraiser (if necessary) and to disburse from Estate assets any sum deemed reasonable and necessary for an appraisal of the real property;

NEIL & NEIL, P.S.
Attorneys at Law
5302 Pacific Avenue
Tacoma, WA 98408
(253) 475-8600
(253) 473-5746 FAX

ORDER RE: INSTRUCTIONS AND AUTHORITY TO ACT: PAGE 1

ORIGINAL

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1 4. PGS as Administrator is authorized to work with the Department of Natural
2 Resources, and to hire and pay experts to dispose of the large tanks located on State property
3 (Harbor Way) in the best possible way;

4 5. PGS as Administrator is authorized to pay car insurance and house insurance for
5 Natacha Sesko for one year;

6 6. PGS as Administrator is authorized to enter into any agreement to sell timber off
7 of the properties; and

8 7. PGS as Administrator is authorized to abandon any interest in the properties
9 located at Grays Harbor (Parcel #170832330010 and Parcel #180915330010.

10 DONE IN OPEN COURT this 24th April 2015.

11 
JUDGE LEILA MILLS

12 Presented by:

13 
14 CHRISTOPHER E. NEIL WSBA #26219
15 Attorney for Pacific Guardianship Services

LEILA MILLS

RECEIVED AND FILED
JUDICIAL COURT

APR 24 2015

DAVID W. PETERSON
KITSAP COUNTY CLERK

SUPERIOR COURT OF THE STATE OF WASHINGTON

COUNTY OF KITSAP

IN RE THE ESTATE OF

NO. 04-4-00770-3

WILLIAM J. SESKO,

ORDER RE: ARSENAL WAY PROPERTY

Decedent.

THIS MATTER having come on regularly for hearing by Pacific Guardianship Services (PGS), the duly appointed and acting Successor Administrator of the Estate of William J. Sesko upon the *Petition for Instructions Re: Arsenal Way Property*, the Court having read said Petition and having heard the testimony offered in support thereof, now therefore, It is Hereby

ORDERED, ADJUDGED and DECREED as follows:

1. PGS as Administrator is authorized to hire and pay legal counsel to commence a Quiet Title Action regarding the Arsenal Way property parcels #222401-2-103-2003 and #222401-2-104-2002 ;

2. PGS as Administrator is authorized to hire and pay legal counsel to proceed with an action to remove individuals residing on the Arsenal Way property;

3. PGS as Administrator is authorized and directed to list the property known as Arsenal Way¹, "AS IS" with an experienced real estate broker, for sale by negotiation consistent with the procedure and notices contained in RCW 11.56.110, 11.92.115, and 11.92.120, and to furnish title insurance and pay customary and necessary expenses of the sale from the sale proceeds;

ORDER RE: ARSENAL WAY, PAGE 1

jc

ORIGINAL

NEIL & NEIL, P.S.
Attorneys at Law
5302 Pacific Avenue
Tacoma, WA 98408
(253) 475-8600
(253) 473-5746 FAX

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1 4. PGS as Administrator is authorized to retain the services of an experienced real
2 property appraiser (if necessary) and to disburse from Estate assets any sum deemed
3 reasonable and necessary for an appraisal of the real property; and

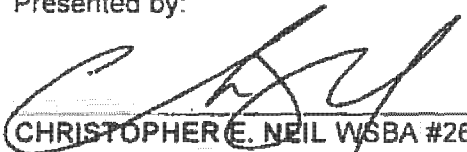
4 5. PGS as Administrator is authorized to expend funds to pay licensed contractors
5 and vendors and negotiate with Kitsap Public Health District to resolve immediate issues of
6 code violations as necessary.

7 DONE IN OPEN COURT this 24th April 2015.

8 
JUDGE LEILA MILLS

9 LEILA MILLS

10 Presented by:

11 
12 CHRISTOPHER E. NEIL WSBA #26219
Attorney for Pacific Guardianship Services

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25 ¹ Parcel #222401-2-103-2003, #222401-2-104-2002, and #222401-2-105-2001.

ORDER RE: ARSENAL WAY: PAGE 2

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Tacoma, WA 98408
(253) 475-8600
(253) 473-5746 FAX

DNR-00049519

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IN OPEN COURT
APR 24 2015
DAVID W. PETERSON
KITSAP COUNTY CLERK

SUPERIOR COURT OF THE STATE OF WASHINGTON

COUNTY OF KITSAP

IN RE THE ESTATE OF

NO. 04-4-00770-3

WILLIAM J. SESKO,

ORDER APPROVING PAYMENT OF
FEES AND COSTS

Decedent.

THIS MATTER having come on regularly for hearing by Pacific Guardianship Services (PGS), the duly appointed and acting Successor Administrator of the Estate of William J. Sesko upon the *Petition for Payment of Attorney's and Administrator's Fees and Costs*; the Court having read said Petition and having heard the testimony offered in support thereof, now therefore, It is Hereby

ORDERED, ADJUDGED and DECREED as follows:

1. The Administrator fees and costs of PGS in the amount of \$3,814.00, are hereby approved as just, reasonable, and necessary for the administration of this Estate. The Administrator shall be instructed to pay said fees from the Estate account; and

2. The attorney's fees and costs of Neil & Neil, P.S. in the amount of \$14,507.71, are hereby approved as just, reasonable and necessary regarding legal matters involving the Estate. The Administrator shall be instructed to pay said fees from the Estate account.

DONE IN OPEN COURT this 24th April 2015.

JUDGE LEILA MILLS

LEILA MILLS

Presented by:

CHRISTOPHER E. NEIL WSBA #26219
Attorney for Pacific Guardianship Services

ORDER RE: FEES AND COSTS

ORIGINAL

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Attorneys at Law
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(253) 475-8600
(253) 473-5746 FAX

RECEIVED AND FILED
IN OPEN COURT
APR 24 2015
DAVID W. PETERSON
KITSAP COUNTY CLERK

SUPERIOR COURT OF THE STATE OF WASHINGTON
COUNTY OF KITSAP

IN RE THE ESTATE OF

NO. 04-4-00770-3

WILLIAM J. SESKO,

ORDER RE: SALE PROCEEDS

Decedent

THIS MATTER having come on regularly for hearing by Pacific Guardianship Services (PGS), the duly appointed and acting Successor Administrator of the Estate of William J. Sesko upon the *Petition for Instructions Re: Sale Proceeds*, the Court having read said Petition and having heard the testimony offered in support thereof, now therefore, It is Hereby

ORDERED, ADJUDGED and DECREED

The Administrator (PGS) is authorized to distribute from the Estate of William J. Sesko the following entities (individual) pursuant and to obtain and file partial satisfaction of

judgments:

J. Michael ^{Michael} Liebert, PLLC	\$175.65
GS Jones Law Group, P.S.	\$213.98
Carol Horan Rainey, PLLC	\$28.79
Robin Balsam, P.S.	\$3,122.01

DONE IN OPEN COURT this 24th April 2015.

JUDGE LEILA MILLS

Presented by:

LEILA MILLS

CHRISTOPHER E. NEIL WSBA #26219
Attorney for Pacific Guardianship Services

ORDER RE: SALE PROCEEDS

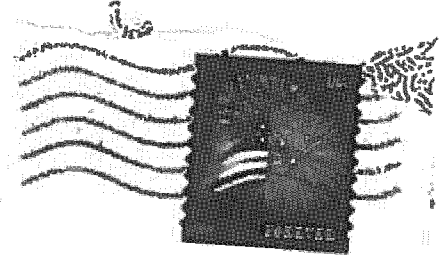
jc

ORIGINAL

NEIL & NEIL, P.S.
Attorneys at Law
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Tacoma, WA 98408
(253) 475-8600
(253) 473-5746 FAX

NEIL & NEIL, P. S.
Attorneys at Law
5302 Pacific Avenue
Tacoma, WA 98408
vc

TACOMA WA 983
OLYMPIA WA
04 MAY 2015 PM 2 L



DEPARTMENT OF NATURAL RESOURCES
1111 WASHINGTON STREET SE
PO BOX 47000
OLYMPIA, WASHINGTON 98504-7000

Rena Hamilton
7014

985047000





Superior Court of Washington
County of Kitsap

In re the Estate of

WILLIAM J. SESKO,

Deceased

No. 04-4-00770-3

NOTE FOR MOTION DOCKET

(NTMTDK)

TO THE CLERK OF THE COURT AND

TO: NATACHA SESKO, Interested Party;
TANYA MAGHANOY, Interested Party;
NATALIE SESKO, Interested Party;
SONIA SESKO, Interested Party;
J. MICHAEL LIEBERT, Attorney for Natacha Sesko;
RON RICHMOND, Attorney for Sonia Sesko;
DAVIS WRIGHT TREMAINE LLP, Creditor;
AMERICAN MEDICAL RESPONSE, Creditor;
CITY OF BREMERTON, Creditor;
DEPARTMENT OF NATURAL RESOURCES, Creditor;
TERENCE A. PRUIT, ASSISTANT ATTORNEY GENERAL OF WASHINGTON, Special Notice; and
KITSAP PUBLIC HEALTH DISTRICT;

Please take notice that the undersigned will bring on for hearing:

NATURE OF MOTION: Sale of Real Properties; Authorization to Act, etc.

The hearing is to be held:

DATE: Friday April 17, 2015

TIME: 1:30 p.m.

AT: Department 2: Honorable Leila Mills
Superior Court of Kitsap County
614 Division Street
Port Orchard, WA 98366

COURT REPORTER REQUESTED:

☐ YES ☒ NO

ELECTRONIC RECORDER ACCEPTABLE:

☐ YES ☒ NO

COURT COMMISSIONER MAY HEAR THIS MOTION:

☐ YES ☒ NO

DATED: April 2, 2015

Signed:


CHRISTOPHER E. NERL

WSBA# 26219

Lawyer for: Pacific Guardianship Services
Successor Administrator

Address: 5302 Pacific Avenue
Tacoma WA 98408

Telephone: (253) 475-8600

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7 SUPERIOR COURT OF THE STATE OF WASHINGTON

8 COUNTY OF KITSAP

9 IN RE THE ESTATE OF

NO. 04-4-00770-3

10 WILLIAM J. SESKO,

PETITION FOR INSTRUCTIONS
RE: SALE PROCEEDS

11 Decedent.
12

13 **Summary: Administrator seeks authority to correct distribution of sale proceeds.**

14 COMES NOW, Pacific Guardianship Services (Administrator), the duly appointed and
15 acting Administrator of the Estate of William J. Sesko by and through the Law Office of Neil &
16 Neil, P.S., and petitions this court for an Order to correct disbursements of sale proceeds. The
Administrator was not given non-intervention powers.¹

17 1. On or about December 19, 2014, PGS sold four parcels² of timberland (that
18 together comprised a 70-acre tract) for a sale price of \$545,000.00. The Estate of William
19 Sesko owned 3/7th of the 70 acres (or 42.857.1%); the Guardianship of Natacha Sesko owned
20 3/7th of the 70 acres (or 42.8571%); and the Sesko Family Trust owned 1/7th of the 70 acres
(or 14.2857%).

21 2. On November 14, 2014 an *Order Confirming Sale and Distributions of Sale*
22 *Proceeds* was entered setting forth the distribution of the sale proceeds.

23 3. The Administrator has discovered, in an internal audit that the distribution of the

24 ¹ Per Order dated November 14, 2014.

25 ² Parcel 1 - #242501-2-001-1005, Parcel 2 - #242501-2-002-1004, Parcel 3 - #242501-2-006-1000, and
Parcel 4 - # 242501-2-007-1009.

proceeds was inconsistent with the court's order and must now be corrected. The Estate of William Sesko was only entitled to receive 42.8571% of the net proceeds, which would have been \$205,791.18. However, instead the Estate of William Sesko received \$209,331.62, \$3,540.44 more than it was entitled to receive.

4. The Administrator realizes this was a complicated sale. However, escrow was provided with detailed instructions on how to disburse the funds. Initially, escrow provided estimates of the closing costs to the Administrator, and in return a spreadsheet showing the division of the net proceeds and the sums to be paid to creditors³ were provided to escrow. At no time did escrow ask the Administrator to review the final breakdown⁴ before disbursing the final sums. It is clear that Exhibit "A" to the Escrow Instructions was not followed, and as a result one of the creditors, Robin Balsam P.S., did not receive the amount escrow was instructed to pay. (See Exhibit "A").

5. The net proceeds should have been disbursed as follows:⁵

William Sesko Estate	\$205,791.18
Natacha Sesko Gdship	\$46,750.25
Judgment paid:	
Suzanne Thompson Wininger	
And/or CTW Law Firm:	\$5,279.46
GS Jones Law Group, P.S.:	\$16,783.73
Carol Horan Rainey, PPLC:	\$2,215.18
Robin Balsam, P.S:	\$22,471.40
Sesko Family Trust	\$11,418.17
Judgment paid:	
J. Michael Liebert, PLLC:	\$9,395.68
J. Michael Liebert, PLLC:	\$2,022.50

6. The Estate of William Sesko was overpaid \$3,540.44. Of that amount \$3,364.78 more should have been paid to the judgment creditors of the Guardianship of Natacha Sesko and \$175.66 should have been paid to the judgment creditors of the Sesko Family Trust.⁶ From the over payment the Guardianship should have paid the following judgments with the additional \$3,364.78: (1) GS Jones Law Group - \$213.98; (2) Carol Horan Rainey - \$28.79; and (3) Robin Balsam , P.S.- \$3,122.01. The Sesko Family Trust should have received

³ Exhibit "A" is the initial spreadsheet provided to escrow for the division of the estimated closing costs and Exhibit "A" to Escrow Instructions.

⁴ Exhibit "B" Final Closing Statement from Escrow.

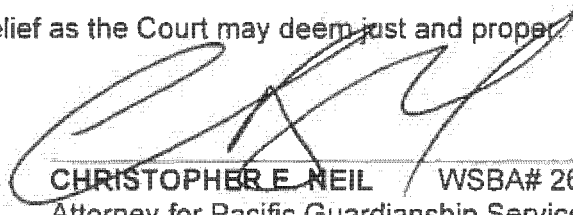
⁵ Exhibit "C" - Spreadsheet showing disbursements of funds to each entity: Sesko Family Trust; Estate of William Sesko; and Gdship of Natacha Sesko

1 \$175.65 more to pay on J. Michael Liebert's second judgment. The Administrator is seeking
2 permission to disburse the sum of \$3,540.44 from the Estate to the Guardianship of Natacha
3 Sesko to allow the Guardianship to cure these deficiencies, and make the payments to the
4 judgment creditors listed above.

5 WHEREFORE, PGS (the Administrator) prays as follows:

6 1. For an order authorizing the Administrator to distribute from the Estate of William
7 Sesko the sum of \$3,540.44 to the Guardianship of Natacha Sesko in order to correct escrow
8 disbursement error of proceeds from the sale of Parcel 1 - #242501-2-001-1005, Parcel 2 -
9 #242501-2-002-1004, Parcel 3 - #242501-2-006-1000; and Parcel 4 - # 242501-2-007-1009.

10 2. For such other and further relief as the Court may deem just and proper.
11 DATED this 27th March 2015.

12 
13 CHRISTOPHER E. NEIL WSBA# 26219
14 Attorney for Pacific Guardianship Services,
15 Administrator of the Estate

16 VERIFICATION

17 CHRISTOPHER E. NEIL, Director of Pacific Guardianship Services, declares under
18 the penalty of perjury under the laws of the State of Washington that the foregoing is true and
19 correct. (RCW 9A.72.085, GR 13, GR 30(d)(2)(c)).

20 Signed at Tacoma, Washington on the 27th day of March 2015.

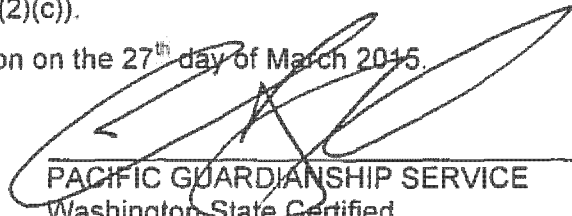
21 
22 PACIFIC GUARDIANSHIP SERVICE
23 Washington State Certified
24 Professional Guardian #PG005146
25 by CHRISTOPHER E. NEIL, Director

EXHIBIT "A"

Ref.	Date of Judgment	Judgment against		Sale Price	\$545,000.00		(B)
				Probate	Gdship	Trust	totals
				\$233,571.43	\$233,571.43	\$77,857.14	\$545,000.00
		Title Services		-\$1,140.19	-\$1,140.19	-\$380.06	-\$2,660.44
		Real Estate Taxes		-\$6,023.21	-\$6,023.21	-\$6,172.97	-\$18,219.39
		Commission		-\$16,350.00	-\$16,350.00	-\$5,450.00	-\$38,150.00
		Excise Tax		-\$4,159.71	-\$4,159.71	-\$1,386.58	-\$9,706.00
		Recording Fees		-\$107.14	-\$107.14	-\$35.71	-\$249.99
		Net:		\$205,791.18	\$205,791.18	\$64,431.82	\$476,014.18
A	6/7/13	Gdship/Trust	Erickson Judgment		-\$159,040.94	-\$53,013.65	-\$212,054.59
			SUB TOTAL	\$205,791.18	\$46,750.24	\$11,418.17	\$263,959.59
B	7/19/13	Gdship	S. Wininger-Thompson Judgment		-\$5,279.95		
		Gdship	GS Jones Judgment, Total \$21,118.07 receives 40.47%		-\$16,783.03		
C	2/28/14	Gdship	C. Rainey Judgment Total \$2,787.24 receives 5.34%		-\$2,214.51		
C	2/28/14	Gdship/Trust	Liebert Judgment			-\$9,395.68	
C/H	2/28/14 amended 08/15/14	Gdship	Balsam Judgment Total \$28,274.56 receives 54.19%		-\$22,472.75		
C	2/28/14	Gdship/Trust	Liebert Judgment Total \$4,615.62 receives 40.19%			-\$2,022.49	
D/H	6/13/14 amended 08/15/14						
			FINAL PROCEED:	\$205,791.18	\$0.00	\$0.00	

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EXHIBIT "A" TO ESCROW INSTRUCTIONS
PACIFIC GUARDIANSHIP SERVICES
Sale to
ERICKSON LOGGING, INC. & ESTATE OF ROY LINDSTROM
Closing Date: December 16, 2014

JUDGMENTS TO BE PAID AT CLOSING

Judgment Date	Judgment Creditor	Judgment Debtor	Cause No.	Amount	Interest	Other	Total	Amount To Be Paid
6/7/13	Erickson Logging, Inc.	Natacha Sesko (Guardianship); Sesko Family Trust	13-2-00616-4	168,669.00	30,867.22	12,498.36	212,054.58	All*
7/19/13	Suzanne Wininger-Thompson	Natacha Sesko (Guardianship)	13-4-00234-4	4,515.42	764.53		5,279.95	All
2/28/14	GS Jones Law Group	Natacha Sesko (Guardianship)	13-4-00234-4	20,153.99	964.08		21,118.07	16,569.75
2/28/14	Carol Horan Rainey	Natacha Sesko (Guardianship)	13-4-00234-4	2,660.00	127.24		2,787.24	2,186.37
2/28/14	J. Michael Liebert	Natacha Sesko; Sesko Family Trust	13-4-00234-4	8,966.75	428.93		9,395.68	All
2/28/14	Robin Balsam	Natacha Sesko (Guardianship)	13-4-00234-4	26,983.77	1,290.79		28,274.56	22,187.17
6/13/14	J. Michael Liebert	Natacha Sesko; Sesko Family Trust	13-4-00234-4	4,615.62	119.52		4,735.14	1,846.84

*Judgment to be applied as a credit toward Purchase Price.



Fidelity National Title Company of Washington

5006 Center Street, Suite J, Tacoma, WA 98409
Phone: (253)272-4070 | FAX: (877)236-4110

FINAL SELLER'S STATEMENT

Settlement Date: November 26, 2014
Disbursement Date: December 16, 2014
Escrow Number: TAC-51-611087772
Escrow Officer: Robin LaCroix

Borrower: Estate of Roy Lindstrom
c/o 4110 Kitsap Way, Suite 200 Attn: Carrie Eastman
Bremerton, WA 98312

Seller: Guardianship Estate of Natacha Sesko
5306 Pacific Ave
Tacoma, WA 98408

Seller: Estate of William J. Sesko
5306 Pacific Ave
Tacoma, WA 98408

Seller: Sesko Family Trust
5306 Pacific Ave
Tacoma, WA 98408

Property: 1 Tieton Place
Silverdale, WA 98383
Portions of the Northwest quarter of the Northwest quarter, the Northeast quarter of the Northwest quarter, and the Southeast quarter of the Northwest quarter, all in Section 24, Township 25 North, Range 1 West, W.M.

Lender: Erickson Logging, Inc.
P O Box 365
Gig Harbor, WA 98335

		\$ DEBIT	\$ CREDIT
FINANCIAL CONSIDERATION			
Contract sales price			545,000.00
COMMISSIONS			
Listing Broker commission	AFM Land Sales, LLC	38,150.00	
	\$545,000.00 @ 7.0000% = \$38,150.00		
	AFM Land Sales, LLC	\$38,150.00	
NEW LOAN CHARGES			
Judgment Payoff/Erickson	Erickson Logging, Inc.	212,054.58	
TITLE & ESCROW CHARGES			
Courier Fee	On Demand	90.00	
Settlement or closing fee	Fidelity National Title Company of Washington	410.00	
Additional Escrow Services Fee			
Escrow Fee	Fidelity National Title Company of Washington	1,040.25	
Owner's title insurance (Owners Coverage)	Fidelity National Title Company of Washington	1,120.19	
Policies to be issued:			
Owners Policy			
Coverage: \$545,000.00	Premium: \$1,023.00 Version: ALTA Owner's Policy 2006		

RECORDING CHARGES

FINAL SELLER'S STATEMENT - Continued

		\$ DEBIT	\$ CREDIT
City/County tax/stamps	Kitsap County Treasurer	9,706.00	
Recording Charges (\$481.00)	Fidelity National Title Company of Washington	250.00	
OTHER DEBITS/CREDITS			
Net Proceeds of Sale	Estate of William J. Sesko	209,331.62	
MISCELLANEOUS CHARGES			
County Taxes	Kitsap County Treasurer	12,046.41	
Parcel No's 2-1004 & 1-1005			
County Taxes	Kitsap County Treasurer	6,172.97	
Parcel No's 7-1009 & 6-1000			
Judgment Payoff	Suzanne Thompson Wininger	5,279.95	
Judgment Payoff	GS Jones Law Group	16,569.75	
Judgment Payoff	Caroll Horan Rainey	2,186.37	
Judgment Payoff	Robin H. Balsam, P.S.	19,349.39	
Judgment Payoff	J. Michael Liebert	9,395.68	
Judgment Payoff	J. Michael Liebert	1,846.84	
Subtotals		545,000.00	545,000.00
TOTALS		545,000.00	545,000.00

I have carefully reviewed the Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the Settlement Statement.

SELLER:

Guardianship Estate of Natacha Sesko

BY: _____

Pacific Guardianship Services, Guardian
Christopher E. Neil, Secretary and Director

Estate of William J. Sesko

BY: _____

Pacific Guardianship Services, Successor
Administrator
Christopher E. Neil, Secretary and Director

Sesko Family Trust

BY: _____
Pacific Guardianship Services, Trustee
Christopher E. Neil, Secretary & Director

To the best of my knowledge, the Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

Fidelity National Title Company of
Washington
Settlement Agent

	Percentage allotted to Tr, PR, G/ship			Trust	Probate	G/ship
Proceeds	\$545,000.00	14.285714%	\$77,857.14	\$77,857.14		
	\$545,000.00	42.857143%	\$233,571.43		\$233,571.43	
	\$545,000.00	42.857143%	\$233,571.43			\$233,571.43
Commission	-\$38,150.00	14.285714%	-\$5,450.00	-\$5,450.00		
	-\$38,150.00	42.857143%	-\$16,350.00		-\$16,350.00	
	-\$38,150.00	42.857143%	-\$16,350.00			-\$16,350.00
Courier Fee	-\$90.00	14.285714%	-\$12.86	-\$12.86		
	-\$90.00	42.857143%	-\$38.57		-\$38.57	
	-\$90.00	42.857143%	-\$38.57			-\$38.57
Settlement or Closing Fee	-\$410.00	14.285714%	-\$58.57	-\$58.57		
	-\$410.00	42.857143%	-\$175.71		-\$175.71	
	-\$410.00	42.857143%	-\$175.71			-\$175.71
Escrow Fee	-\$1,040.25	14.285714%	-\$148.61	-\$148.61		
	-\$1,040.25	42.857143%	-\$445.82		-\$445.82	
	-\$1,040.25	42.857143%	-\$445.82			-\$445.82
Owner's Tittle Insurance	-\$1,120.19	14.285714%	-\$160.03	-\$160.03		
	-\$1,120.19	42.857143%	-\$480.08		-\$480.08	
	-\$1,120.19	42.857143%	-\$480.08			-\$480.08
City/County Tax/ Stamps	-\$9,706.00	14.285714%	-\$1,386.57	-\$1,386.57		
	-\$9,706.00	42.857143%	-\$4,159.71		-\$4,159.71	
	-\$9,706.00	42.857143%	-\$4,159.71			-\$4,159.71
Recording Charge	-\$250.00	14.285714%	-\$35.71	-\$35.71		
	-\$250.00	42.857143%	-\$107.14		-\$107.14	
	-\$250.00	42.857143%	-\$107.14			-\$107.14
County Tax Parcel # 7-1009 & 6-1000	-\$6,172.97	100.000000%	-\$6,172.97	-\$6,172.97		
County Tax Parcel # 2-1004 & 1-1005	-\$12,046.41	50.000000%	-\$6,023.21		-\$6,023.21	
	-\$12,046.41	50.000000%	-\$6,023.21			-\$6,023.21
Erickson Logging	-\$212,054.58	25.000000%	-\$53,013.65	-\$53,013.65		
	-\$212,054.58	75.000000%	-\$159,040.94			-\$159,040.94
Suzan Thompson Wininger	-\$5,279.95	100.000000%	-\$5,279.95			-\$5,279.95
GS Jones Law Group	-\$16,569.75	100.000000%	-\$16,569.75			-\$16,569.75
Caroll Hogan Rainey	-\$2,186.37	100.000000%	-\$2,186.37			-\$2,186.37
Robin H. Balsam P.S.	-\$19,349.39	100.000000%	-\$19,349.39			-\$19,349.39
J. Michael Liebert	-\$9,395.68	100.000000%	-\$9,395.68	-\$9,395.68		
J. Michael Liebert	-\$1,846.84	100.000000%	-\$1,846.84	-\$1,846.84		
				\$175.66	\$205,791.18	\$3,364.78
				Probate received from Escrow		\$209,331.62
Portion of Probate receipts that should be pay trust and g/ship Judgments.					\$3,540.44	

SUPERIOR COURT OF THE STATE OF WASHINGTON

COUNTY OF KITSAP

IN RE THE ESTATE OF

NO. 04-4-00770-3

WILLIAM J. SESKO,

ORDER RE: SALE PROCEEDS

Decedent.

THIS MATTER having come on regularly for hearing by Pacific Guardianship Services (PGS), the duly appointed and acting Successor Administrator of the Estate of William J. Sesko upon the *Petition for Instructions Re: Sale Proceeds*; the Court having read said Petition and having heard the testimony offered in support thereof, now therefore, It is Hereby

ORDERED, ADJUDGED and DECREED

The Administrator (PGS) is authorized to distribute from the Estate of William J. Sesko the following entities (individual) pursuant and to obtain and file partial satisfaction of judgments:

J. Michale Liebert, PLLC	\$175.65
GS Jones Law Group, P.S.	\$213.98
Carol Horan Rainey, PLLC	\$28.79
Robin Balsam, P.S.	\$3,122.01

DONE IN OPEN COURT this _____ April 2015.

JUDGE LEILA MILLS

Presented by:

CHRISTOPHER E. NEIL WSBA #26219
Attorney for Pacific Guardianship Services

ORDER RE: SALE PROCEEDS

NEIL & NEIL, P.S.
Attorneys at Law
5302 Pacific Avenue
Tacoma, WA 98408
(253) 475-8600
(253) 473-5746 FAX

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6 SUPERIOR COURT OF THE STATE OF WASHINGTON

7 COUNTY OF KITSAP

8 IN RE THE ESTATE OF

NO. 04-4-00770-3

9 WILLIAM J. SESKO,

PETITION FOR PAYMENT OF
ATTORNEY'S AND ADMINISTRATOR'S
FEES AND COSTS.

10 Decedent.
11

12 **Relief requested: An Order approving the payment of reasonable and necessary legal**
13 **fees and costs of Neil & Neil, P.S. and the Administrator (PGS).**

14 COMES NOW, Pacific Guardianship Services (the Administrator), the duly appointed and
15 acting Administrator of the Estate of William J. Sesko by and through the Law Office of Neil &
16 Neil, P.S., and petitions this court for an Order for payment of fees and costs incurred herein.
The Administrator was not given non-intervention powers.¹

17 1. PGS is the current appointed Successor Administrator of the William J. Sesko's
18 Estate having been appointed on May 16, 2014. The Law Offices of Neil & Neil, P.S.
19 represents PGS.

20 2. The William Sesko Probate currently has \$205,878.32 in liquid assets in a
21 checking account. The Estate also co-owns several parcels of property with the Guardianship
22 of Natacha Sesko.

23 3. PGS has expended time and energy reviewing and investigating the issues

24 ¹ Per Order dated November 14, 2014.
25

1 involving the Estate of William J. Sesko. Attached² is a detailed report of the time and effort
2 PGS has put into this Estate from April 14, 2014 to March 9, 2015. PGS has incurred fees of
3 \$3,640.20 and costs of \$173.80 for a total due and owing of \$3,814.00. PGS has spent
4 approximately 2.5 hours a month on this matter and given the complexity of this Estate, those
5 fees and costs are not just, reasonable and necessary.

6 4. PGS has retained the law offices of Neil & Neil, P.S. to handle legal matters
7 involving this Estate. Attached³ is a detailed report of the time and effort Neil & Neil, P.S. has
8 put into this Estate from May 1, 2014 to March 9, 2014. During this time period, the fees and
9 costs were mostly incurred resolving issues involving the sale of 70 acres of property belonging
10 to the Estate, the Guardianship of Natacha Sesko and the Sesko Family Trust. The
11 Administrator had to work with Judgment creditors, resolve issues on title, draft various
12 releases, satisfaction and/or deeds, research issues, negotiate terms, draft pleadings, attend
13 hearings, and any other matter that were needed to get the sale of the property completed.
14 The attorney incurred fees of \$14,462.00 plus costs of \$45.71 for a total owing of \$14,507.71
15 Due to the complexity of this matter, these fees and costs are just, reasonable and necessary.
16 The Administrator is seeking Court approval of said fees and costs.

17 WHEREFORE, PGS (the Administrator) prays as follows:

18 1. PGS fees and costs in the amount of \$3,814.00, should be approved as just,
19 reasonable, and necessary for the administration of this Estate. PGS should be instructed to
20 pay said fees from the Estate account;

21 2. The attorney's fees and costs of Neil & Neil, P.S. in the amount of \$14,462.00,
22 should be approved as just, reasonable and necessary regarding legal matters involving the
23 Estate. PGS should be instructed to pay said fees from the Estate account;

24 3. For such other and further relief as the Court may deem just and proper.

25 DATED this 27th day of March 2015.


CHRISTOPHER E. NEIL WSBA# 26219
Attorney for Pacific Guardianship Services,
Administrator of the Estate

² Exhibit "A" – Administrator's Fees and Costs.

³ Exhibit "B" – Attorney's Fees and Costs.

VERIFICATION

CHRISTOPHER E. NEIL, Director of Pacific Guardianship Services, declares under the penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Signed at Tacoma, Washington on the 27th day of March 2015.

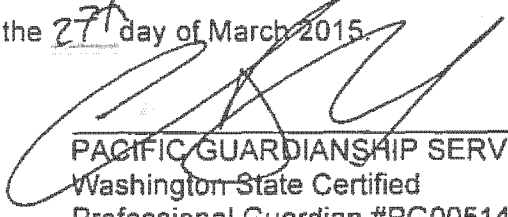

PACIFIC GUARDIANSHIP SERVICE
Washington State Certified
Professional Guardian #PG005146
by CHRISTOPHER E. NEIL, Director

EXHIBIT "A"

NEIL & NEIL, P.S.
ATTORNEYS AT LAW
5302 Pacific Avenue
Tacoma, WA 98408
(253) 475-8600
(253) 473-5746 fax

INVOICE FEE DECLARATION (1)
03/10/2015

Provided To: WILLIAM SESKO
Project: PR for Probate
Cause No.: 04-4-00770-3

Time			Qty	Amount
04/14/2014	VC	Rec/rev engagement ltr from John Tracy re Estate of William Sesko; obtain signature.	0.30	\$27.00
04/15/2014	VC	Process and return engagement ltr to John Tracy.	0.10	\$9.00
04/16/2014	VC	Rec/rev T&N Injury Trust settlm. offer, confer w/Director, conf call to Atty J. Tracy re status of substitution in probate and conf call to Mindy @ SG&B re delay in return until PR appt., instr., fax cvlrtr to Atty Tracy w/settlement docs. Notes to file.	0.90	\$81.00
04/30/2014	CN	Rev draft docs re probate; Instr to assistant to contact probate atty.	0.40	\$63.20
05/02/2014	VC	Obtain signature on petition and oath; cvlrtr to Atty Tracy w/enclosure of same.	0.40	\$36.00
05/08/2014	VC	P/c from Mindy @ Schroeter Goldmark & Bender re their contact from Natacha; memo to Director for instructions on same.	0.20	\$18.00
05/20/2014	VC	P/c to Debra @ Atty Tracy's office re status of PGS appointment as PR; order entered; docs in mail, notes to file.	0.20	\$18.00
05/20/2014	VC	P/c to/from Mindy @ Schroeter Goldmark & Bender re asbestos claims paid to date, request for contract and add'l info regarding pay outs of claims, notes to file.	0.60	\$54.00
05/21/2014	VC	Forward asbestor claim from T&N to probate staff, discuss property ownership.	0.30	\$27.00
06/06/2014	JC	Meeting with CEN regarding unresolved issues in probate.	1.00	\$120.00
06/06/2014	CN	Rev file; Meeting with assistant; Instr to collect docs needed for upcoming conference.	0.70	\$110.60
06/09/2014	VC	Obtain Notice of Appearance filed by J. Tracy from CORA; confer w/paralegal re funds received from asbestos claims, review file, forward same	0.40	\$36.00
06/16/2014	JC	Schedule telephone conference call.	0.20	\$0.00
06/17/2014	JC	Confer with CEN; Telephone conference with John Tracy.	0.50	\$60.00
06/17/2014	CN	P/c with Atty John Tracy; Instr to assistant.	0.70	\$110.60
06/20/2014	JC	Telephone call to Tracy office to schedule another telephone call; email to Tracy sending him documents we had.	0.40	\$48.00
07/01/2014	CN	Office conference Re: Superfund Sight	0.40	\$63.20
07/08/2014	CN	Rev and sign consent for access re Superfund property.	0.10	\$15.80
07/09/2014	CN	Rev/sign consent for access to Superfund site to Cascade Natural Gas and EPA for purposes of conducting testing associated with remediation work at the site; Instr to assistant.	0.20	\$31.60
07/15/2014	VC	Rev and notarized T&N Claim; p/c to asbestos law office; draft cvlrtr return claim w/Letters of Admin. Update file for receipt of funds.	0.60	\$54.00
07/15/2014	JC	Confer with VC about asbestos claim, etc.	0.40	\$48.00
07/18/2014	JC	Telephone conference call with CEN and VC re: issues involved	1.00	\$120.00
07/18/2014	JC	Update asset/liability spreadsheet.	1.50	\$180.00
07/29/2014	JC	Office meeting re various issues.	1.20	\$144.00
08/04/2014	JC	Review settlement statements on the Abestos Claims. Calculate total amount received.	0.50	\$60.00
08/12/2014	CN	P/c with Atty Tracy.	0.20	\$31.60
08/20/2014	CN	Review, make some edits, and approve letter to attorney.	0.30	\$47.40
09/02/2014	JC	Review information with attorney.	0.50	\$60.00
09/03/2014	JC	Update assets and liabilities.	0.50	\$60.00
09/05/2014	VC	Inst from CEN; draft email to Atty Gray re successor PR.	0.20	\$18.00
09/08/2014	VC	Rec/rev/forward email response from Atty Gray re decline of appt as PR.	0.20	\$18.00
10/10/2014	JC	Confer with VC and CEN re property up for sale, documentation required to sale property.	0.30	\$36.00

10/20/2014	JC	Review letter from Schroeter Goldmark Bender re no funds available from recent T&N settlement.	0.20	\$24.00
10/20/2014	JC	Confer with VC re title report; forward email regarding rerecording of deed not necessary.	0.40	\$48.00
10/22/2014	JC	Telephone call to Kathy at escrow. Left message.	0.10	\$12.00
10/22/2014	CN	Instr to assistant re status of escrow and concerns about need for court order clarifying payment of judgments.	0.20	\$31.60
10/28/2014	JC	Telephone call with Title officer re issues on title.	0.60	\$72.00
11/03/2014	JC	Review Motion; make some edits. Confer with VC re resolution of documents.	0.60	\$0.00
11/05/2014	JC	Review large creditor claims in detail. Add information to sale proceed spreadsheet.	1.00	\$120.00
11/06/2014	VC	Rec/rev invoice from Central Kitsap; p/c to same to make pymt over phone; update file for receipt of Affidavit of Publication.	0.30	\$27.00
11/07/2014	JC	Telephone call with Sherry Land from DNR. Review documents with Sherry.	0.50	\$60.00
11/07/2014	JC	Gather up documents to send to DNR. Email to Sherry Land. Receipt and review email from DNR.	0.60	\$72.00
11/11/2014	JC	Email to DNR re notice.	0.20	\$24.00
11/12/2014	VC	Mtg with atty and probate paralegal re case matters.	0.30	\$27.00
11/26/2014	JC	Obtain documents regarding Berle Spilman Judgment. Confer with CEN.	0.30	\$36.00
12/01/2014	CN	Telephone call with AAG Pruitt regarding DNR's claim.	0.30	\$47.40
12/03/2014	CN	P/c from Kitsap County Sheriff Civil Division re lack of info in their file.	0.20	\$31.60
12/09/2014	CN	Rev message from Title company re their status and response from Dec re 1982 matter; Rev email from Atty re same; Instr to assistant; Rev emails from Attys for property buyers with their concerns and additional request to contact heirs to the estate of the judgment creditor involving the 1982 matter; Instr to assistant.	0.70	\$110.60
12/11/2014	CN	P/c from realtor re concerns involving upcoming closing; P/c from Atty re concerns about upcoming closing and releases from Judgment creditors; Instr to assistant.	0.40	\$63.20
12/16/2014	CN	Rev voluminous closing docs; Make edits to those docs where necessary and sign; Instr to assistant.	0.70	\$110.60
12/16/2014	JC	Apply for EIN number.	0.50	\$60.00
12/22/2014	JC	Receipt, review final settlement statement. Gather up documents to have checking account open. Instructions to KC.	0.60	\$72.00
12/22/2014	KC	Draft memo to US Bank re open Estate checking account; scan & e-mail docs.	0.40	\$22.80
12/22/2014	KF	Travel to/from bank to make deposit.	0.30	\$15.00
12/29/2014	KC	Receipt and review opening account document for purchase of CD at US Bank, obtain signature, create account in computer.	0.80	\$45.60
01/05/2015	KC	Print rec/disb report for 1099 preparation.	0.20	\$11.40
01/14/2015	KC	Draft check to Fidelity National Title Company.	0.20	\$11.40
01/14/2015	TS	Open, balance & file US Bank checking account statement.	0.20	\$11.40
01/26/2015	JC	Receipt, review email from attorney Liebert.	0.30	\$37.50
01/29/2015	JC	Telephone call with Scott Winship re Arsenal Way Property.	0.40	\$50.00
01/30/2015	CN	P/c with Atty Tracy re upcoming hearing; Instr to assistant.	0.10	\$15.80
01/30/2015	JC	Receipt and review emails from Scott Winship. Review Kitsap County Court Records.	1.00	\$125.00
01/30/2015	JC	Review internet to obtain additional information on death of Pearl Maurer. Complete Kitsap County Death Form. Email to atty Winship with additional information.	0.70	\$87.50
01/30/2015	JC	Email to Atty Winship with information on the dance hall.	0.40	\$50.00
01/30/2015	KC	Draft check to KPHD re death certificate of Perl Maurer.	0.20	\$11.40
02/02/2015	JC	Telephone call with AG Pruitt re status.	0.40	\$50.00
02/02/2015	JC	Telephone call with Kitsap County Vital Records.	0.20	\$25.00
02/05/2015	JC	Complete new form for the State of Washington for death certificate.	0.50	\$62.50
02/13/2015	TS	Open, balance & file US Bank checking account statement.	0.20	\$11.40
02/23/2015	JC	Review Court file on Alexander Probate, Email to and from attorney.	0.50	\$62.50
03/02/2015	CN	P/c with realtor re listing of timberlands; Rev brokers opinions of value and title reports re same.	0.50	\$79.00
			31.60	\$3,640.20

Costs

		Amount
05/02/2014	VC	Postage/copies/manila envelope for mailing to Atty Tracy.
10/29/2014	KF	Gen #23152 Tacoma Daily Index - publication
11/13/2014	KF	Gen #23172 Kitsap County - certified copies.
12/17/2014	VC	Postage/copies.
		\$2.60
		\$146.20
		\$25.00
		\$0.00

\$173.80

Total Expense Qty: 0.00 Total Time Qty: 31.60 Total Time & Expense \$3,814.00

Staff Summary

AKA	Name	Hours	Rate
CN	Chris Neil	6.10	\$158.00
JC	Jeanie Correa	13.60	\$120.00
JC	Jeanie Correa	4.40	\$125.00
KC	Kathy Coers	1.80	\$57.00
KF	Kelly Frasure	0.30	\$50.00
TS	Teri Setbacken	0.40	\$57.00
VC	Vicki Carrillo	5.00	\$90.00

Invoice Summary

03/10/2015 FEE DECLARATION (I) PR for Probate (N&N)

03/10/2015	Invoice charges	\$3,814.00
	Payment received	\$0.00
	Total Payments	\$0.00
	Balance Due	\$3,814.00

03/10/2015 CURRENT PR for Probate (N&N)

03/10/2015	Invoice charges	\$0.00
	Payment received	\$0.00
	Total Payments	\$0.00
	Balance Due	\$0.00

Total Balance Due **\$3,814.00**

All bills reflect staff time at various rates depending upon the nature of the service and the staff member performing the service.

Please note this statement may not contain recent payments made. Those Payments will appear on the next billing statement.

EXHIBIT "B"

NEIL & NEIL, P.S.
ATTORNEYS AT LAW
5302 Pacific Avenue
Tacoma, WA 98408
(253) 475-8600
(253) 473-5746 fax

INVOICE FEE DECLARATION (1)
03/10/2015

Provided To: WILLIAM SESKO
Project: Atty for PR
Cause No.: 04-4-00770-3

Time			Qty	Amount
05/01/2014	VC	Process petition and forward to Atty Tracy for changes, provide partys confidential address via email, hearing date and other matters, rec/rev revised petition, ready for director signature.	0.40	\$48.00
05/01/2014	CN	Rev edited version of probate docs; Instr to assistant re timing and availability for hearing to appoint PGS as administrator.	0.30	\$78.00
05/21/2014	JC	Read and review file re: case status and outstanding issues. Draft memo regarding issues in probate.	1.50	\$180.00
05/21/2014	JC	Draft Notice of Appointment.	0.50	\$60.00
06/09/2014	JC	Organize, review history of probate in detail. Detailed memo to PR.	4.00	\$480.00
06/30/2014	JC	Review various documents concerning liabilities and assets of the Estate. Begin spreadsheet outlining facts.	4.00	\$480.00
07/01/2014	JC	Office conference Re: Superfund Sight	0.80	\$96.00
07/07/2014	JC	Review Kitsap County records. Unable to download older pleadings. Review Inventories. Complete Asset/Liability spreadsheet.	4.00	\$480.00
07/28/2014	JC	Review title report. Add judgment not on list of assets/liabilities.	1.00	\$120.00
07/29/2014	GN	Conf CEN, DJ, VC, JC about being PR of estate of husband, duties to Creditors as well as heirs. Are there conflicts as guardian of wife? What can guardianship do? Is there anyway to determine true value of estate?	0.75	\$225.00
07/29/2014	JC	Begin draft of Inventory.	1.70	\$204.00
08/01/2014	JC	Draft Resignation.	0.50	\$60.00
08/01/2014	CN	Rev initial draft of inventory; Instr to assistant.	0.30	\$78.00
08/01/2014	JC	Make attorney's edits to Inventory.	0.40	\$48.00
08/05/2014	VC	Prepare memo to clerk w/ inventory and resignation for filing and return of conformed.	0.50	\$60.00
08/11/2014	VC	Rec/rev conformed Inventory and Resignation from Kitsap; prepare Declaration of Service re same.	0.50	\$60.00
08/13/2014	JC	Draft letter to attorney re preparing substitution pleadings.	0.50	\$60.00
08/22/2014	JC	Email and send by US mail to attorney re letter.	0.20	\$24.00
09/09/2014	JC	Receipt, review proposed Report drafted. Confer with CEN.	0.40	\$48.00
09/09/2014	JC	Draft new language for Report.	1.00	\$120.00
10/02/2014	CN	Review, make edits and approve language to Report. Instructions to paralegal.	1.00	\$260.00
10/02/2014	JC	Make attorney's edits to draft.	0.40	\$48.00
10/03/2014	JC	Email to atty Tracy with new language for Report.	0.40	\$48.00
10/13/2014	JC	Review various emails. Email to attorney re State of Washington possible lien.	0.50	\$60.00
10/13/2014	JC	Review Court pleadings re appointment, etc. Draft Petition to Sell; Notice of Sale; Confirmation of Sale; and proposed Order. Confer with VC.	3.00	\$360.00
10/14/2014	JC	Email to and from attorney Tracy. Request death certificate.	0.20	\$24.00
10/21/2014	VC	Atty edits to pleadings confirming sale of real properties; confer with paralegal re probate dept.	0.80	\$96.00
10/22/2014	JC	Return call to Kitsap County.	0.20	\$24.00
10/22/2014	JC	Confer with VC re judgments on title reports, verify reports with supplements, discuss new order for escrow on pay outs of same. Confer with CEN. Draft new Motion.	3.00	\$360.00
10/22/2014	JC	Review title report.	0.50	\$60.00

10/22/2014	DJ	Instructions to paralegal re petition for instructions re escrow and proceeds from sale	0.20	\$48.00
10/22/2014	VC	Process and email Notice of Sale to Kitsap and Tacoma for publishing, p/c from Kitsap re footnote and including same into publication, update file same.	0.60	\$72.00
10/22/2014	JC	Telephone call with Lindsey at Kitsap County re setting hearing at same time as the Gdship matter is to be heard.	0.30	\$36.00
10/22/2014	JC	Confer with GWN re payment of judgments.	0.30	\$36.00
10/23/2014	JC	Telephone call with Escrow. Email to and from.	0.40	\$48.00
10/23/2014	JC	Telephone call to Dick re title report. Left message.	0.10	\$12.00
10/24/2014	JC	Research issues regarding Satisfaction of Judgment for the City of Bremerton.	0.50	\$60.00
10/24/2014	JC	Review new title report; Errors, locate and review supporting documents for judgments. Email to title company.	1.50	\$180.00
10/27/2014	JC	Several emails to and from escrow re issues on title.	1.00	\$120.00
10/28/2014	VC	Rec/rev Affidavit of Publication from Tacoma Daily Index; forward invoice to BK for payment; prepare Publication Coversheet.	0.60	\$72.00
10/28/2014	JC	Telephone call with Title officer re issues on title.	0.30	\$36.00
10/28/2014	JC	Emails to and from atty Winship re Satisfaction of Judgments for Bremerton.	0.30	\$36.00
10/28/2014	JC	Review Judgments. Prepare Satisfactions of Judgments. Email to attorney Koontz.	1.00	\$120.00
10/29/2014	JC	Several emails regarding Bremerton Judgments and title issues. Prepare three Satisfaction and edit others. Work on title issues. Review 4th Title Report.	1.50	\$180.00
10/29/2014	JC	Confer with PR re division of sale proceeds.	0.30	\$36.00
10/29/2014	JC	Calculate division of sale proceeds and prepare a Spreadsheet outlining distribution.	0.50	\$60.00
10/29/2014	JC	Review Kitsap County Court records re Erickson Lawsuit	0.50	\$60.00
10/31/2014	JC	Work on issues surrounding the sale to Erickson Logging.	1.00	\$120.00
10/31/2014	JC	Emails with atty Winship re calculations of judgments; update spreadsheets.	0.30	\$36.00
10/31/2014	CN	Rev/make edits to draft petition confirming sale.	1.00	\$260.00
10/31/2014	CN	Rev/make edits to motion re allocation of sale proceeds.	1.30	\$338.00
11/03/2014	JC	Review, make attorney's edits to documents, ready documents for distribution to 20 interested parties.	3.00	\$360.00
11/03/2014	VC	Add'l revisions to Petition to Confirm, Order Confirming, Motion re Sale Proceeds, Gather new exhibits.	2.00	\$240.00
11/03/2014	CN	Rev/make final edits to draft pleadings re motion on sale proceeds, petition to confirm sale and other pleadings; Instr to assistant.	0.60	\$156.00
11/04/2014	JC	Email to Scott Winship sending him 18 various documents concerning the sale.	0.60	\$72.00
11/04/2014	JC	Prepare Declaration of Mailing.	0.80	\$96.00
11/04/2014	JC	Work on spreadsheet regarding disbursement of sale proceeds.	0.40	\$48.00
11/06/2014	VC	Rec/rev/process conformed pleadings from Kitsap Court; ready docs for hearing.	0.30	\$36.00
11/06/2014	JC	Reviewed updated Title Report (5th)	0.20	\$24.00
11/10/2014	VC	Rev file, email confirmation of 11/14/2014 hearing; print and attach to court docs.	0.20	\$24.00
11/10/2014	ES	Draft Declaration of Mike Flanagan; prepare GR17 declaration.	0.70	\$84.00
11/10/2014	JC	Prepare Declaration re sale proceeds. Confer with VC and CEN.	0.60	\$72.00
11/10/2014	JC	Telephone calls with Asbestos' attorney office re receipt of funds, what was disbursed.	0.20	\$24.00
11/11/2014	JC	Revise Declarations.	0.50	\$60.00
11/11/2014	JC	Email to Absbestos' attorney office to get copies of settlement statement, request from the government.	0.20	\$24.00
11/11/2014	JC	Review information from Mindy. Input into Declaration.	0.40	\$48.00
11/12/2014	JC	Confer with Attorney and case manager re Alexander Sesko's probate, residence, etc.	0.30	\$36.00
11/12/2014	JC	Revise Declaration. Gather up attachment thereto. Prepare mailing to 21 individuals/entities.	1.50	\$180.00
11/12/2014	JC	Prepare Declaration of Mailing and Coversheet for Kitsap County Publication.	0.70	\$84.00
11/12/2014	JC	Email to several attorneys re new documents for hearing.	0.50	\$60.00
11/13/2014	JC	Receipt, review Original Affidavit of Publication. Prepare documents for filing and conforming.	0.50	\$60.00
11/17/2014	VC	Prepare Transmittal Memo to Creditors/Judgment parties w/enclosed orders confirming sale. Ready same.	1.00	\$120.00
11/25/2014	JC	Telephone calls to Robin LaCroix. Emails to Robin LaCroix. Telephone call to Atty Moran re 1982 judgment and email. Email to Title Officer.	0.50	\$60.00
11/25/2014	JC	Email from attorney Moran. Review judgment statute. Email to title officer to have judgment removed.	0.50	\$60.00
11/26/2014	JC	Review various emails from attorneys re extension of closing.	0.20	\$24.00
12/03/2014	GN	Conf. with CEN about how to handle title company and to do a quiet title action.	0.25	\$75.00

12/03/2014	CN	P/c from Sheriff's office; Draft email and P/c to Atty for plaintiff in 1982 litigation that has created a cloud on title.	0.40	\$104.00
12/04/2014	JC	Review various emails re the Spilman issue. Review documents and make edits to Declaration drafted.	2.00	\$240.00
12/04/2014	JC	Telephone call with Colleen Smith at the Kitsap County Sheriff's Department.	0.30	\$36.00
12/04/2014	CN	Update from assistant re additional info from Sheriff; Request from Kitsap County Sheriff; Draft detailed email to Sheriff's office with attachments describing history as we know it and recorded docs; Forward to Atty Winship.	0.40	\$104.00
12/05/2014	JC	Gather up attachments to Declaration. Make some attorney's edits. Forward to attorney Moran by email.	1.00	\$120.00
12/08/2014	JC	Email to and from attorney Moran re Declaration.	0.40	\$48.00
12/09/2014	JC	Receipt and review Declaration from atty Moran. Draft initial email to title company.	0.30	\$36.00
12/09/2014	CN	Rev/make edits to email to Title officer re Dec from Atty Moran.	0.30	\$78.00
12/10/2014	JC	Several conversations with Title and attorney Winship.	1.50	\$180.00
12/10/2014	JC	Letter to Kitsap County Clerk. Prepare Overnight mail.	0.50	\$60.00
12/10/2014	JC	Respond to various emails re issues to close. Gather up documents requested and forward.	1.00	\$120.00
12/11/2014	JC	Emails with Atty Winship re release, Bargain and Sale Deed, Satisfaction.	1.00	\$120.00
12/11/2014	JC	Telephone call from Kitsap County Court re receipt of Declaration. Email to title officer re: filing of Declaration, ready on Monday.	0.40	\$48.00
12/12/2014	JC	Calculate additional interest; Input closing numbers into spreadsheet; Recalculate payoff. Forward to Atty Winship.	0.40	\$48.00
12/16/2014	CN	P/c from Atty; Rev Escrow instr; P/c from Judgment creditor with concerns about releases; Instr to assistant.	0.40	\$104.00
12/16/2014	JC	Telephone call with Liz from Silverdale escrow company re recording of Declaration.	0.20	\$24.00
12/16/2014	JC	Receipt, review closing documents and ready for Administrator to sign.	0.50	\$60.00
12/17/2014	VC	Forward Notice of Unavail to int parties, prepare transmittal memo to Kitsap for filing.	0.40	\$0.00
12/17/2014	JC	Receipt, review and respond escrow and atty Winship re closing.	0.30	\$36.00
12/18/2014	JC	Review emails from escrow and atty Winship.	0.20	\$24.00
12/19/2014	JC	draft letter to attorney Tracy and revised Notice of Withdrawal.	0.80	\$96.00
12/19/2014	JC	Review outstanding issues.	1.00	\$120.00
12/24/2014	VC	Rec/rev/process conformed Notice of Absense.	0.20	\$24.00
01/22/2015	JC	Letter to Kitsap County Clerk re Notice of Withdrawal.	0.50	\$62.50
01/22/2015	JC	Review incoming documents re hearing on fees from Tracy. Process documents to file.	0.50	\$62.50
01/23/2015	JC	Start reviewing title report and issues with Arsenal way.	1.00	\$125.00
01/26/2015	JC	Telephone call with attorney Liebert re upcoming hearing on Tracy's Fees. Additional matters involving the state, creditors, etc.	0.30	\$37.50
01/27/2015	JC	Research Inventory and determine taxes due and owing. Prepare spreadsheet.	2.00	\$250.00
01/28/2015	JC	Detailed email to atty Winship for review of information and input. Begin draft of Petition for Instructions and Authority to Act as it relates to taxes. Review of Title Report; Quit Claim Deed; Statutory Warranty Deed; Real Estate Contract; Notes re conversation with Perl's children; Converse with PGS case manager; Review tax records; Review Inventories of the Estate and Gdship; Add to Petition.	5.00	\$625.00
01/30/2015	CN	Rev correspondence; Instr to paralegal.	0.20	\$55.00
02/03/2015	JC	Continue with Petition for Instruction, add list of property and outstanding taxes. Prior Inventories. Review parcel tax records.	3.20	\$400.00
02/04/2015	JC	Calculate balances owing on property taxes. Verify figures with spreadsheet.	1.00	\$125.00
02/11/2015	JC	Telephone call to attorney Tracy re Alexander Probate.	0.30	\$37.50
02/11/2015	JC	Review Kitsap County Parcel documents. Review documents from title company. Send email to title company regarding recording on March 2008.	1.00	\$125.00
02/12/2015	JC	Confer with Administrator. Receive instructions.	0.40	\$50.00
02/12/2015	JC	Review title report on Arnesal Way, report on condition from the County. Start second petition of Instructions to deal with Arsenal Way issues. Continue working on Petition for Instructions. Review of various documents.	3.00	\$375.00
02/12/2015	JC	Review information on the Alexander Probate.	0.50	\$62.50
02/12/2015	CN	Conf with assistant re problems associated with probate estate and assets that were to have been received from William's deceased father; Instr re elements of draft petition.	0.40	\$110.00
02/13/2015	JC	Review various documents and deed; Review title report re: the house Natacha is living in.	1.00	\$125.00
02/19/2015	JC	Prepare Memo re Escrow error. Gather up attachments and review.	1.00	\$125.00
02/23/2015	JC	Research various sources re the corporation CZ&L Investors.	1.00	\$125.00
02/26/2015	JC	Review CZ&L documents from the State of Washington. Forward to atty Winship.	1.00	\$125.00

03/05/2015	JC	Finish Petition for Instructions Re: Arsenal Way.	2.00	\$250.00
03/06/2015	JC	Make edits to Petition. Ready for review.	1.00	\$125.00
03/06/2015	JC	Research and review information regarding DNR claims.	1.50	\$187.50
03/09/2015	JC	Add information to 1st Petition for Instructions re: taxes, timber, sell rest of property, pay expenses, etc.	4.00	\$500.00
03/09/2015	JC	Draft third petition re sale proceeds.	1.00	\$125.00
			110.10	\$14,462.00

Costs				Amount
08/05/2014	VC	Postage/copies/manila envelopes for mailing to court.		\$8.06
11/03/2014	JC	Postage and copying charges.		\$0.00
11/12/2014	JC	Postage and copying charges.	0.00	\$0.00
11/17/2014	VC	Postage/copies/manila envelopes for mailing to parties.		\$36.35
01/22/2015	JC	Postage and copying charges.		\$1.30
				\$45.71

Total Expense Qty 0.00 Total Time Qty 110.10 Total Time & Expense \$14,507.71

Staff Summary			
AKA	Name	Hours	Rate
CN	Chris Neil	6.00	\$260.00
CN	Chris Neil	0.60	\$275.00
DJ	Deborah Jameson	0.20	\$240.00
ES	Eileen Simon	0.70	\$120.00
GN	Gerry Neil	1.00	\$300.00
JC	Jeanie Correa	61.90	\$120.00
JC	Jeanie Correa	32.20	\$125.00
VC	Vicki Carrillo	7.50	\$120.00

Invoice Summary			
03/10/2015 FEE DECLARATION (1) Atty for PR (N&N)			
03/10/2015	Invoice charges		\$14,507.71
	Payment received		\$0.00
	Total Payments		\$0.00
	Balance Due		\$14,507.71
	Total Balance Due		\$14,507.71

All bills reflect staff time at various rates depending upon the nature of the service and the staff member performing the service.

Please note this statement may not contain recent payments made. Those Payments will appear on the next billing statement.

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6 SUPERIOR COURT OF THE STATE OF WASHINGTON

7 COUNTY OF KITSAP

8 IN RE THE ESTATE OF

NO. 04-4-00770-3

9 WILLIAM J. SESKO,

ORDER APPROVING PAYMENT OF
FEES AND COSTS

10 Decedent.

11 THIS MATTER having come on regularly for hearing by Pacific Guardianship Services
12 (PGS), the duly appointed and acting Successor Administrator of the Estate of William J.
13 Sesko upon *the Petition for Payment of Attorney's and Administrator's Fees and Costs*; the
14 Court having read said Petition and having heard the testimony offered in support thereof, now
therefore, It is Hereby

15 ORDERED, ADJUDGED and DECREED as follows:

16 1. The Administrator fees and costs of PGS in the amount of \$3,814.00, are hereby
17 approved as just, reasonable, and necessary for the administration of this Estate. The
Administrator shall be instructed to pay said fees from the Estate account; and

18 2. The attorney's fees and costs of Neil & Neil, P.S. in the amount of \$14,462.00,
19 are hereby approved as just, reasonable and necessary regarding legal matters involving the
Estate. The Administrator shall be instructed to pay said fees from the Estate account.

20 DONE IN OPEN COURT this _____ April 2015.

21 _____
22 JUDGE LEILA MILLS

23 Presented by:

24 CHRISTOPHER E. NEIL WSBA #26219
25 Attorney for Pacific Guardianship Services

ORDER RE: FEES AND COSTS

NEIL & NEIL, P.S.
Attorneys at Law
5302 Pacific Avenue
Tacoma, WA 98408
(253) 475-8600
(253) 473-5746 FAX

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6 SUPERIOR COURT OF THE STATE OF WASHINGTON

7 COUNTY OF KITSAP

8 IN RE THE ESTATE OF

NO. 04-4-00770-3

9 WILLIAM J. SESKO,

PETITION FOR INSTRUCTIONS AND
AUTHORITY TO ACT

10
11 Decedent.

12 Summary: PGS (the Administrator) seeks authority to:

- 13 1. Pay all past due property taxes on properties;
14 2. To enter into an listing agreement to sell properties;
15 3. Resolving disposal of the tanks on state property, "Harbor Way";
16 4. Pay some minor expenses of the Guardianship; and
17 5. Enter into agreements to sell Timber.

18 COMES NOW, Pacific Guardianship Services (the Administrator), the duly appointed and
19 acting Administrator of the Estate of William J. Sesko by and through the Law Office of Neil &
20 Neil, P.S., and petitions this court for an Order Authorizing the Administrator to Act. The
21 Administrator was not given non-intervention powers.¹

22 Property Taxes

23 Together the William Sesko Probate and the Guardianship of Natacha Sesko (Kitsap
24 County cause No. 13-4-00234-4) own the following parcels of property and taxes are due and

25 ¹ Per Order dated November 14, 2014.

owing as listed:²

Kitsap County Properties:

Holly Bay, Parcel #19242-3-005-1006	\$3,542.51
8348 Silverdale Way, Parcel #202501-4-014-2008	\$18,786.31
Back of Post Office, Parcel #222401-2-016-2009	\$2,142.48
30 Acres, Parcel #232402-2-002-1005	\$9,227.57
15 Acres, Parcel #242402-4-010-1000	\$4,651.36
Gorst, Parcel #322401-1-092-2006	\$1,910.63
Harper/Colchester, Parcel #332402-1-027-2004	\$3,221.80
Cottman Avenue, Parcel #4546-001-009-0002	\$1,953.33
3536 W. Arsenal Way, Parcel #222401-2-103-2003	\$6,723.90
3536 W. Arsenal Way, Parcel #222401-2-104-2002	\$13,389.02
3546 W. Arsenal Way, Parcel #222401-2-105-2001	\$8,947.13
1901 Pennsylvania Avenue, Parcel #3741-000-022-0101	\$5,571.78

Grays Harbor County Properties:

Undeveloped Land, Parcel #170832330010	\$180.71
Undeveloped Land, Parcel #180915330010	\$170.99

Total Taxes due \$73,995.62

If the property taxes are not brought current, foreclosure actions will be commenced in the very near future. The Administrator is seeking authority to pay all outstanding properties taxes, penalty and interest, and to pay the current taxes for 2015. The Guardianship would be responsible for one-half of those costs. The Probate Estate would pay the Guardianship's share with said amount to be paid back by the Guardianship when funds become available. A judgment would be entered in favor of the Estate of William Sesko against the Guardianship of Natacha Sesko for one-half of the amount paid.

Sale of Real Property

The Administrator now requests authority to sell the Estate's interest in any and all real property owned by Estate "AS IS" by negotiation with regard to the procedure and notices consistent with RCW 11.56.110, 11.92.115, and 11.92.120, and to furnish title insurance and pay customary and necessary expenses of the sale from the sale proceeds. The Administrator requests authority to list the properties with an experienced real estate broker, so that the property could be placed into the multiple listing.

² Tax statements.-Exhibit "A".

1 Additionally in order to sell the real property it may become necessary to retain the
2 services of an experienced property appraiser to obtain a valuation of the real property. The
3 Administrator should be authorized to retain the services of such an appraiser (if it is
4 necessary) and to disburse from the Estate assets that sum deemed reasonable and
5 necessary for said service. Since the property is co-owner with the Guardianship of Natacha
6 Sesko, said costs should be split between the two matters. A judgment would be entered in
7 favor of the Estate of William Sesko against the Guardianship of Natacha Sesko for one-half of
8 the amount paid.

9 Department of Natural Resources

10 Department of Natural Resources (DNR) filed a creditor claim against the Estate
11 on April 7, 2005 for clean up and removal of boats, pontoons and other materials that
12 the Seskos had placed in Port Washington Narrows to the west of the Warren Avenue
13 Bridge adjacent to their real property located at 1701 Pennsylvania Avenue,
14 Bremerton, which is now an EPA Superfund Site. They did not have permission to put
15 these items there. A Judgment Granting Injunctive Relief³ was entered with Kitsap
16 County under #97-2-01749-3 on May 8, 1998 ordering the Sesko to clean up the
17 property.

18 Due to the Seskos' failure to comply with the Injunction, on September 2000,
19 DNR got clarification from the Court that it could enter the Seskos' property and
20 remove all objects and vehicles from the property until the nuisance was resolved. As
21 a result, in June 2005 DNR removed and disposed of three vessels. This effort cost
22 \$32,099.03, which is still owing. DNR was not able to remove two large tanks.

23 The two tanks are loose and slowly floating down the waterway at high tides. As
24 time goes by they are getting closer to other property and could cause damage. The
25 tanks need to be removed before that damage occurs and create more liability.

DNR has provided information concerning the removal of the tanks.⁴ As of
January 2010, Kyle Watson of Global Diving and Salvage⁵ provided two options. One
option would cost around \$50,000.00 and the other way about \$15,000.00. It is Mr.
Watson's belief that the most expensive procedure would avoid any complications.

³ Exhibit "B"

⁴ Picture of large tanks. Exhibit "C"

⁵ Memo attached as Exhibit "D"

1 Using the less expensive alternative, there is no guarantee that the tanks would not
2 sink. If they did, this could result in even more costs to the Seskos. As time goes on
the cost of removal of the tank will only increase.

3 The Administrator is seeking authorizing to take whatever steps are necessary
4 and to pay for the cost to have the tanks removed. A judgment would be entered in
5 favor of the Estate of William Sesko against the Guardianship of Natacha Sesko for
one-half of the amount paid.

6 Guardianship of Natacha Sesko

7 Natacha Sesko is the wife and an heir to William Sesko's Estate. The amount of
8 her inheritance is undetermined at the moment. When property is sold, the net
9 proceeds from any sale are split between the owners of the property (e.g. the Estate of
10 William Sesko and Guardianship of Natacha Sesko). However, due to the numerous
11 judgments against Mrs. Sesko, there have been no proceeds from sale of real property
12 to be disbursed to the Guardianship. As property is placed up for sale, judgments
13 against Mrs. Sesko are cleared. Eventually, once all judgments are cleared, the
Guardianship would receive funds from the sale of real property. As of today there
remains approximately \$76,000.00 in outstanding judgments against Mrs. Sesko.

14 There are some immediate expenses of Natacha Sesko that need to be paid to
15 avoid any addition liability against her, and the Administrator is seeking authority to
16 pay her car and home owner insurance for the year⁶. A judgment would be entered in
17 favor of the Estate of William Sesko against the Guardianship of Natacha Sesko for
these payments.

18 Timber

19 PGS is seeking authority to enter into agreements to sell timber on any of the
20 Sesko properties for amounts deemed reasonable by PGS without further order of this
21 Court. PGS is seeking authority to hire and disburse funds to pay for a timber cruiser
22 or other experts to assist them to determine potential value of timber, land and clean
up expenses associated with real property that is owned by the Estate.

23 WHEREFORE, PGS (the Administrator) prays as follows:

- 24 1. For an order authorizing the Administrator to pay all necessary taxes, penalties

25 ⁶ Car insurance is approximately \$500.00; and the home insurance is approximately \$1,144.00

1 and interest on the real properties belonging to the Seskos and to bring all taxes current
2 through 2015;

3 2. For an order that authorizes and directs the Administrator to list any property
4 owned by the Estate, "AS IS" with an experienced real estate broker, by negotiation consistent
5 with the procedure and notices contained in RCW 11.56.110, 11.92.115, and 11.92.120, and to
6 furnish title insurance and pay customary and necessary expenses of the sale from the sale
proceeds;

7 3. For an order authorizing the Administrator to retain and pay the services of an
8 experienced real property appraiser (if necessary) and to disburse from Estate assets any sum
deemed reasonable and necessary for an appraisal of the real property;

9 4. For an order authorizing the Administrator to work with the Department of Natural
10 Resources, and to hire and pay experts to dispose of the large tanks located on State property
11 (Harbor Way) in the best possible way;

12 5. For an order authorizing the Administrator to pay car insurance and home owner
13 insurance for Natacha Sesko for one year;

14 6. For an order authorizing the Administrator to enter into any agreement to sell
timber off of the properties; and

15 7. For such other and further relief as the Court may deem just and proper.

16 DATED this 25th March 2015.

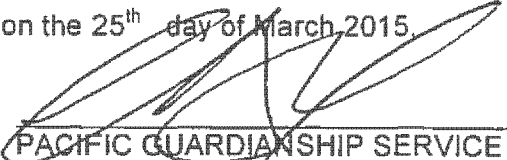
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18 CHRISTOPHER E. NEIL WSBA# 26219
Attorney for Pacific Guardianship Services,
19 Administrator of the Estate
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VERIFICATION

CHRISTOPHER E. NEIL, Director of Pacific Guardianship Services, declares under the penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Signed at Tacoma, Washington on the 25th day of March, 2015.



PACIFIC GUARDIANSHIP SERVICE
Washington State Certified
Professional Guardian #PG005146
by CHRISTOPHER E. NEIL, Director

EXHIBIT "A"

ASSET	2015 VALUE	Liabilities	TAXES
HollyBay Parcel #19242-3-005- 1006	\$68,910.00	2012 Property Taxes	\$554.50
		2013 Property Taxes	\$1,151.15
		2014 Property Taxes	\$1,017.90
		2015 Property Taxes	<u>\$818.96</u>
		TOTAL TAXES DUE	\$3,542.51
8348 Silverdale Way NE Parcel #202501-4-014- 2008	\$343,490.00	2012 Property Taxes	\$2,926.19
		2013 Property Taxes	\$6,252.93
		2014 Property Taxes	\$5,089.15
		2015 Property Taxes	<u>\$4,518.04</u>
		TOTAL TAXES DUE	\$18,786.31
Back of Post Office Parcel #222401-2-016- 2009	\$34,810.00	2012 Property Taxes	\$406.76
		2013 Property Taxes	\$670.10
		2014 Property Taxes	\$597.76
		2015 Property Taxes	<u>\$477.86</u>
		TOTAL TAXES DUE	\$2,142.48
Back of Post Office Parcel #222401-2-017- 2008	\$0.00	2012 Property Taxes	\$00.00
		2013 Property Taxes	\$00.00
		2014 Property Taxes	\$00.00
		2015 Property Taxes	<u>\$00.00</u>
		TOTAL TAXES DUE	\$00.00
30 Acres Parcel #232402-2-002- 1005	\$182,190.00	2012 Property Taxes	\$1,443.85
		2013 Property Taxes	\$2,999.92
		2014 Property Taxes	\$2,651.60
		2015 Property Taxes	<u>\$2,132.20</u>
		TOTAL TAXES DUE	\$9,227.57
15 Acres Parcel #242402-4-010- 1000	\$91,020.00	2012 Property Taxes	\$727.95
		2013 Property Taxes	\$1,511.76
		2014 Property Taxes	\$1,336.57

		2015 Property Taxes	<u>\$1,075.08</u>
		TOTAL TAXES DUE	\$4,651.36
Gorst Parcel #322401-1-092- 2006	\$38,890.00	2012 Property Taxes	\$397.34
		2013 Property Taxes	\$665.23
		2014 Property Taxes	\$397.34
		2015 Property Taxes	<u>\$450.72</u>
		TOTAL TAXES DUE	\$1,910.63
Harper/Colchester Parcel #332402-1-027- 2004	\$67,380.00	2012 Property Taxes	\$555.55
		2013 Property Taxes	\$1,003.92
		2014 Property Taxes	\$955.99
		2015 Property Taxes	<u>\$706.34</u>
		TOTAL TAXES DUE	\$3,221.80
Cottman Avenue Parcel #4546-001-009- 0002	\$31,340.00	2012 Property Taxes	\$365.34
		2013 Property Taxes	\$605.30
		2014 Property Taxes	\$545.35
		2015 Property Taxes	<u>\$437.34</u>
		TOTAL TAXES DUE	\$1,953.33
3536 W. Arsenal Way, Bremerton, WA Parcel #222401-2-103- 2003	\$100,150.00	2012 Property Taxes	\$1,209.22
		2013 Property Taxes	\$2,276.90
		2014 Property Taxes	\$1,844.64
		2015 Property Taxes	<u>\$1,393.14</u>
		TOTAL TAXES DUE	\$6,723.90
Parcel #222401-2-104- 2002	\$197,130.00	2012 Property Taxes	\$2,384.10
		2013 Property Taxes	\$4,532.17
		2014 Property Taxes	\$3,732.43
		2015 Property Taxes	<u>\$2,740.32</u>
		TOTAL TAXES DUE	\$13,389.02
Parcel #222401-2-105- 2001	\$133,300.00	2012 Property Taxes	\$1,609.18
		2013 Property Taxes	\$3,029.80
		2014 Property Taxes	\$2,454.53
		2015 Property Taxes	<u>\$1,853.62</u>
		TOTAL TAXES DUE	\$8,947.13

1901 Pennsylvania Ave, Bremerton, WA			
Parcel #3741-000-022-0101	\$82,970.00	2012 Property Taxes	\$1,002.05
		2013 Property Taxes	\$1,886.73
		2014 Property Taxes	\$1,528.52
		2015 Property Taxes	<u>\$1,154.48</u>
		TOTAL TAXES DUE	\$5,571.78
Undeveloped Land in Grays Harbor County ¹			
Parcel #170832330010	\$1,840.00	2013 Property Taxes	\$55.73
		2014 Property Taxes	\$53.70
		2015 Property Taxes	<u>\$71.28</u>
		TOTAL TAXES DUE	\$180.71
Undeveloped Land In Grays Harbor County ²			
Parcel #180915330010	\$2,000.00	2013 Property Taxes	\$58.23
		2014 Property Taxes	\$54.53
		2015 Property Taxes	<u>\$58.23</u>
		TOTAL TAXES DUE	\$170.99
TOTAL			\$73,995.62

¹ Due to this property being of little value, if the Court allows, The Administrator is asking to abandon this property and not pay the taxes. Photo of property attached. Exhibit "B".

² Due to this property being of little value, if the Court allows, The Administrator is asking to abandon this property and not pay the taxes. Photo of property attached. Exhibit "C".

View: [Receipt\(s\) on file](#)

[\[Click here to Pay by Credit Card - 3rd party fee applies\]](#)

[\[Click here to Print\]](#)

[\[Click here to Pay by E-Check - \\$1.00 fee\]](#)



Meredith R. Green, CPA
MAKE REMITTANCES PAYABLE TO:
Kitsap County Treasurer
614 Division Street, MS-32
Port Orchard, WA 98366

2015 WEB TAX STATEMENT

Printed: 02/04/2015

SESKO NATACHA

Account Number	** For Informational Purposes Only **
192402-3-005-1006	Process Number 1196872 Taxpayer Name: SESKO NATACHA

GENERAL TAX DISTRIBUTION			
2014		2015	
STATE GENERAL	\$170.37	STATE GENERAL	\$150.00
REGIONAL LIBRARY	\$27.71	REGIONAL LIBRARY	\$26.88
LOCAL SCHOOL	\$355.31	LOCAL SCHOOL	\$359.27
COUNTY	\$85.15	COUNTY	\$82.80
COUNTY ROAD	\$114.52	COUNTY ROAD	\$112.13
PORT	\$27.18	PORT	\$26.75
FIRE	\$34.45	FIRE	\$34.46
PUD	\$5.89	PUD	\$5.73
2014 Total: \$820.58		2015 Total: \$798.02	

Tax Property Description
19242W THAT PT OF GOVT L 4 TGW TDLS ADJ TO LN OF MEAN LOW TIDE REC UND AUD FILE NO. 37699 DESC AS FOLS BEG AT NE COR OF SD GOVT L 4 TH W 551.40FT TH N 452.90FT TH N 84*51' W 107.37FT TH S 46*15' W 235.20FT TH S 33*25' E 28.25FT TH S 35*22' E 110.10FT TH S 55*34' W 37.6FT TH S 23*24' E 219.86FT TO A PT CALLED A TH N 23*24' W 219.86FT TH N 55*34' E 37.6FT TH N 35*22' W 110.10FT TH N 33*25' W 28.25FT TO SHORE LN TH S 46*15' W 201.60FT TH S 31*26'30 W 186.35FT TH S 30*50' W 69.14FT TH S 21*43' W 307.9FT TH S 16*57'30 W 235.01FT TO TPOB TH CONT S 16*57'30 W 500FT TH E TO A PT 190FT W OF E LN OF GOVT L 4 TH N 0*52'16 E ALG SD LN TO A PT THAT IS S 28*02' E 1038.8FT FR A PT CALLED A TH N 28*02' W TO A PT DUE E OF THE TPOB TH DUE W TO TPOB

VALUE INFORMATION FOR TAX		
	2014	2015
Land:	\$68,910	\$68,910
Improvements:	\$0	\$0
TOTAL VALUE:	\$68,910	\$68,910

Current Taxes		
ASSESSMENT	2014	2015
Noxious Weed	\$3.04	\$3.04
FFP	\$17.90	\$17.90
Asmt Total	\$20.94	\$20.94

TOTAL TAXABLE VALUE: (Land + Improvements minus
Qualifying Exemptions)

\$68,910 \$68,910

2015 General Property Tax +
Assessments = \$818.96

Levy Code 6079	General Levy Rate per \$1000 11.5809
[Click here for Levy Information]	
Voted Rate -- 45.0 % Voter Approved	

Parcel Location: No address on file

Delinquent section			
Year	Taxes	Int/Pen to 2/2015	Total
2014	\$841.52	\$176.38	\$1,017.90
2013	\$865.78	\$285.37	\$1,151.15
2012	\$407.80	\$146.70	\$554.50
Total Delinquent Amt			\$2,723.55
Due:			
Total Collection Cost:			\$0.00

TOTAL AMOUNT DUE: \$3,542.51

First half taxes paid after April 30th will incur interest plus penalty computed on the FULL year amount (RCW 84.56.020).

Account Number: 192402-3-005-1006(1196872)

Parcel Location: No address on file

If you did not make a first half payment or pay the delinquent taxes listed, if any, call **2** (360) 337-7135 for delinquent tax, interest and penalty due. Delinquent payments received without interest and penalty will be returned.

[See Treasurer Information link.](#)

SECOND HALF - Pay or Postmark by October 31

	TAX YEAR	Prev Tax Owing	Interest/ Penalty	TOTAL	
				Full	Half
Current:	2015				\$409.48
Amount Due:				\$409.48	

SESKO NATACHA

Make Remittance Payable To
Kitsap County Treasurer - 614 Division Street,
MS-32 Port Orchard, WA 98366

Account Number: 192402-3-005-1006(1196872)

Parcel Location: No address on file

FIRST HALF - Pay or Postmark by April 30

1
 Payments of prior year taxes must include all interest and penalty due. Delinquent payments received without interest and penalty will be returned. See Treasurer Information link.

SESKO NATACHA

	TAX YEAR	Prev Tax Owing	Interest/ Penalty	TOTAL	
				Full	Half
Current:	2015			\$818.96	\$409.48
Delinquent	2014	\$841.52	\$176.38	\$1,017.90	
	2013	\$865.78	\$285.37	\$1,151.15	
	2012	\$407.80	\$146.70	\$554.50	
Amount Due:				\$3,133.03	

Make Remittance Payable To

Kitsap County Treasurer - 614 Division Street, MS-32
 Port Orchard, WA 98366

2

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 614 Division Street, MS-32
 Port Orchard, WA 98366

2015 WEB TAX STATEMENT

Printed:02/03/2015

SESKO NATACHA

Account Number 202501-4-014-2008	** For Informational Purposes Only **		GENERAL TAX DISTRIBUTION	
	Process Number	1248855	2014	2015
	Taxpayer Name: SESKO NATACHA		STATE GENERAL \$772.07	STATE GENERAL \$747.72
Tax Property Description			REGIONAL LIBRARY \$125.56	REGIONAL LIBRARY \$134.01
20251E PT OF GOV L 4 TGW 2ND CL TDLS FRTG OR ABTG THEREON S 70FT AS MEAS PAR & AT RT ANGLES TO TH S LN OF FOLG DES TR BEG AT N1/4 COR OF SD SEC 20 TH S ON N & S 1/4 SEC LN 3545.54FT TO SW COR OF A TR CONVEYED TO E. F. GAINES REC IN VOL 172/ 172 TH S 64*27'04 E ALG SLY LN OF GAINES TR & SLY LN EXTENDED 651.09FT TO ELY LN OF ST RD NO.21 TH ALG SD ELY LN S 14*42' W 221.2FT TO TPOB TH CONT ALG SD ELY LN S 14*42' W 165.90FT TH S 85*18'58 E TO E LN OF SD GOV L 4 TH NLY ALG SD E LN TO A PT WH BEARS S 76*28'35 E FROM TPOB TH N 76*28'35 W TO TPOB BEING KNOWN AS TR 5 6 & 7 CUNNINGHAM TRS UNRECORDED PLAT			LOCAL SCHOOL \$1,610.17	LOCAL SCHOOL \$1,790.84
			COUNTY COUNTY \$385.85	COUNTY COUNTY \$412.75
			ROAD \$518.99	ROAD \$558.98
			PORT \$69.30	PORT \$74.21
			FIRE \$624.56	FIRE \$686.98
			PUD \$26.68	PUD \$28.55
			2014 Total: \$4,133.18	2015 Total: \$4,434.04

VALUE INFORMATION FOR TAX		
	2014	2015
Land:	\$149,750	\$164,730
Improvements:	\$162,530	\$178,760
TOTAL VALUE:	\$312,280	\$343,490

Current Taxes		
ASSESSMENT	2014	2015
Noxious Weed	\$2.00	\$2.00
Stormwater Management	\$78.00	\$82.00
Asmt Total	\$80.00	\$84.00

TOTAL TAXABLE VALUE:(Land + Improvements minus Qualifying Exemptions)		2015 General Property Tax + Assessments = \$4,518.04	
	\$312,280		\$343,490

Levy Code 6410	General Levy Rate per \$1000 12.9088
[Click here for Levy Information]	
Voted Rate -- 40.4 % Voter Approved	

Delinquent section			
Year	Taxes	Int/Pen to 2/2015	Total
2014	\$4,213.18	\$875.97	\$5,089.15
2013	\$4,707.70	\$1,545.23	\$6,252.93
2012	\$2,153.72	\$772.47	\$2,926.19

Parcel Location: 8348 SILVERDALE WAY NW

Total Delinquent Amt Due:	\$14,268.27
Total Collection Cost:	\$0.00

TOTAL AMOUNT DUE: \$18,786.31

First half taxes paid after April 30th will incur interest plus penalty computed on the FULL year amount (RCW 84.56.020).

Account Number: 202501-4-014-2008(1248855)

Parcel Location: 8348 SILVERDALE WAY NW

SECOND HALF - Pay or Postmark by October 31

If you did not make a first half payment or pay the delinquent taxes listed, if any, call (360) 337-7135 for delinquent tax, interest and penalty due. Delinquent payments received without interest and penalty will be returned.

See Treasurer Information link.

2

	TAX YEAR	Prev Tax Owing	Interest/ Penalty	TOTAL	
				Full	Half
Current:	2015				\$2,259.02
Amount Due:				\$2,259.02	

SESKO NATACHA

Make Remittance Payable To
Kitsap County Treasurer - 614 Division Street,
MS-32 Port Orchard, WA 98366

Account Number: 202501-4-014-2008(1248855) Parcel Location: 8348 SILVERDALE WAY NW

FIRST HALF - Pay or Postmark by April 30

Payments of prior year taxes must include all interest and penalty due. Delinquent payments received without interest and penalty will be returned. See Treasurer Information link.

1

	TAX YEAR	Prev Tax Owing	Interest/ Penalty	TOTAL	
				Full	Half
Current:	2015			\$4,518.04	\$2,259.02
Delinquent	2014	\$4,213.18	\$875.97	\$5,089.15	
	2013	\$4,707.70	\$1,545.23	\$6,252.93	
	2012	\$2,153.72	\$772.47	\$2,926.19	

SESKO NATACHA

Amount Due:	\$16,527.29
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Make Remittance Payable To
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Orchard, WA 98366

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614 Division Street, MS-32
Port Orchard, WA 98366

2015 WEB TAX STATEMENT

Printed:02/03/2015

SESKO NATACHA

Account Number	** For Informational Purposes Only **
222401-2-016-2009	Process Number 1159102 Taxpayer Name: SESKO NATACHA

Tax Property Description
22241E THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER, SECTION 22, TOWNSHIP 24 NORTH, RANGE 1 EAST, W.M., IN KITSAP COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER 30 FEET WEST OF THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER; THENCE CONTINUING WEST 105.73 FEET TO THE TRUE POINT OF BEGINNING; THENCE EAST 105.73 FEET; THENCE SOUTH 162 FEET; THENCE EAST 65 FEET; THENCE SOUTH 146.67 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF LAND CONVEYED TO GUST ANDERSON BY DEED DATED JULY 15, 1920, FILED FOR RECORD JULY 16, 1920, RECORDED IN VOLUME 126 OF DEEDS, PAGE 285, UNDER AUDITOR'S FILE NO. 108056; THENCE WEST, ALONG THE NORTH LINE

GENERAL TAX DISTRIBUTION			
2014		2015	
STATE GENERAL	\$86.06	STATE GENERAL	\$75.78
REGIONAL LIBRARY	\$14.00	REGIONAL LIBRARY	\$13.58
LOCAL SCHOOL	\$204.95	LOCAL SCHOOL	\$202.54
COUNTY ROAD	\$43.00	COUNTY ROAD	\$41.83
COUNTY PORT	\$57.86	COUNTY PORT	\$56.64
FIRE	\$13.73	FIRE	\$13.51
PUD	\$69.63	PUD	\$69.09
	\$2.97	PUD	\$2.89
2014 Total: \$492.20		2015 Total: \$475.86	

VALUE INFORMATION FOR TAX		
	2014	2015
Land:	\$34,810	\$34,810
Improvements:	\$0	\$0
TOTAL VALUE:	\$34,810	\$34,810

Current Taxes			
ASSESSMENT	2014	2015	
Noxious Weed	\$2.00	\$2.00	
Asmt Total	\$2.00	\$2.00	

2015 General Property Tax +
Assessments = \$477.86

TOTAL TAXABLE VALUE:(Land + Improvements minus
Qualifying Exemptions)
\$34,810 **\$34,810**

Levy Code **1170** General Levy Rate per
\$1000 **13.6702**
[\[Click here for Levy Information\]](#)
Voted Rate -- 42.6 % Voter Approved

Parcel Location: No address on file

Delinquent section			
Year	Taxes	Int/Pen to 2/2015	Total
2014	\$494.20	\$103.56	\$597.76
2013	\$504.00	\$166.10	\$670.10
2012	\$299.15	\$107.61	\$406.76
Total Delinquent Amt			\$1,674.62
Due:			
Total Collection Cost:			\$0.00

TOTAL AMOUNT DUE: \$2,152.48

First half taxes paid after April 30th will
incur interest plus penalty computed on
the FULL year amount (RCW
84.56.020).

Account Number: **222401-2-016-2009(1159102)**

Parcel Location: No address on file

**SECOND HALF - Pay or Postmark by October
31**

If you did not make a first half
payment or pay **2**
the delinquent taxes listed, if
any, call
(360) 337-7135 for
delinquent tax, interest and
penalty due. Delinquent
payments received
without interest and penalty
will be returned.
[See Treasurer Information
link.](#)

	TAX YEAR	Prev Tax Owing	Interest/ Penalty	TOTAL	
				Full	Half
Current:	2015				\$238.93
Amount Due:				\$238.93	

SESKO NATACHA

Make Remittance Payable To
Kitsap County Treasurer - 614 Division Street,
MS-32 Port Orchard, WA 98366

Account Number: **222401-2-016-2009(1159102)**

Parcel Location: No address on file

Payments of prior year taxes must include all interest and penalty due. Delinquent payments received without interest and penalty will be returned. See Treasurer Information link.

1

SESKO NATACHA

FIRST HALF - Pay or Postmark by April 30

	TAX YEAR	Prev Tax Owing	Interest/ Penalty	TOTAL	
				Full	Half
Current:	2015			\$477.86	\$238.93
Delinquent	2014	\$494.20	\$103.56	\$597.76	
	2013	\$504.00	\$166.10	\$670.10	
	2012	\$299.15	\$107.61	\$406.76	
Amount Due:				\$1,913.55	

Make Remittance Payable To

Kitsap County Treasurer - 614 Division Street,
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4

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Meredith R. Green, CPA
MAKE REMITTANCES PAYABLE TO:
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 Port Orchard, WA 98366

Printed:02/03/2015

SESKO NATACHA

Account Number	** For Informational Purposes Only **
222401-2-017-2008	Process Number 1159110 Taxpayer Name: SESKO NATACHA

GENERAL TAX DISTRIBUTION			
2014		2015	
2014 Total:	\$0.00	2015 Total:	\$0.00

Tax Property Description

22241E

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 24 NORTH, RANGE 1 EAST, W.M., IN KITSAP COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 22; THENCE SOUTH 132 FEET; THENCE EAST 65 FEET MORE OR LESS TO THE NORTHWEST CORNER OF A TRACT OF LAND CONVEYED TO SAMUEL J. BURGER BY DEED DATED APRIL 16, 1921 AND FILED FOR RECORD APRIL 23, 1921, AS RECORDED IN VOLUME 130 OF DEEDS, PAGE 577, AUDITOR'S FILE NO. 114603; THENCE SOUTH ALONG THE WESTERLY LINE OF SAID BURGER TRACT 426.38 FEET MORE OR LESS TO THE NORTHWESTERLY MARGIN OF ARSENAL WAY; THENCE SOUTHWESTERLY ALONG SAID NORTHWESTERLY MARGIN 31 FEET MORE OR LESS TO THE EAST LINE OF A TRACT OF LAND

VALUE INFORMATION FOR TAX		
	2014	2015
Land:	\$0	\$0
Improvements:	\$0	\$0
TOTAL VALUE:	\$0	\$0

Current Taxes		
ASSESSMENT	2014	2015
Asmt Total	\$0.00	\$0.00

TOTAL TAXABLE VALUE:(Land + Improvements minus
Qualifying Exemptions) \$0 \$0

2015 General Property Tax +
Assessments = \$0.00

Levy Code 1170 General Levy Rate per
\$1000 13.6702
[\[Click here for Levy Information\]](#)
Voted Rate -- 42.6 % Voter Approved
Parcel Location: No address on file

TOTAL AMOUNT DUE: No
Taxes
Owing

First half taxes paid after April 30th
will incur interest plus penalty
computed on the FULL year amount
(RCW 84.56.020).

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 Port Orchard, WA 98366

2015 WEB TAX STATEMENT

Printed: 02/04/2015

SESKO NATACHA

Account Number	** For Informational Purposes Only **
232402-2-002-1005	Process Number 1201755 Taxpayer Name: SESKO NATACHA

Tax Property Description
23242W S 3/4 NE1/4 NW1/4 & E 10FT OF THE N1/2 N1/2 NE1/4 NW1/4

VALUE INFORMATION FOR TAX		
	2014	2015
Land:	\$182,190	\$182,190
Improvements:	\$0	\$0
TOTAL VALUE:	\$182,190	\$182,190

TOTAL TAXABLE VALUE: (Land + Improvements minus
 Qualifying Exemptions)

\$182,190 \$182,190

Levy Code 6079	General Levy Rate per \$1000 11.5809
[Click here for Levy Information]	

Voted Rate -- 45.0 % Voter Approved

Parcel Location: No address on file

GENERAL TAX DISTRIBUTION			
	2014		2015
STATE GENERAL	\$450.44	STATE GENERAL	\$396.60
REGIONAL LIBRARY	\$73.26	REGIONAL LIBRARY	\$71.08
LOCAL SCHOOL	\$939.41	LOCAL SCHOOL	\$949.88
COUNTY	\$225.11	COUNTY	\$218.93
COUNTY ROAD	\$302.80	COUNTY ROAD	\$296.49
PORT	\$71.86	PORT	\$70.72
FIRE	\$91.09	FIRE	\$91.10
PUD	\$15.57	PUD	\$15.14
2014 Total:	\$2,169.54	2015 Total:	\$2,109.94

Current Taxes		
ASSESSMENT	2014	2015
Noxious Weed	\$4.36	\$4.36
FFP	\$17.90	\$17.90
Asmt Total	\$22.26	\$22.26

2015 General Property Tax +
 Assessments = \$2,132.20

Delinquent section			
Year	Taxes	Int/Pen to 2/2015	Total
2014	\$2,191.80	\$459.80	\$2,651.60
2013	\$2,255.94	\$743.98	\$2,999.92
2012	\$1,061.78	\$382.07	\$1,443.85
Total Delinquent Amt			\$7,095.37
Due:			
Total Collection Cost:			\$0.00

TOTAL AMOUNT DUE: \$9,227.57

First half taxes paid after April 30th will incur interest plus penalty computed on the FULL year amount (RCW 84.56.020).

Account Number: 232402-2-002-1005(1201755) Parcel Location: No address on file

SECOND HALF - Pay or Postmark by October 31

If you did not make a first half payment or pay the delinquent taxes listed, if any, call (360) 337-7135 for delinquent tax, interest and penalty due. Delinquent payments received without interest and penalty will be returned. See Treasurer Information link.

2

	TAX YEAR	Prev Tax Owing	Interest/ Penalty	TOTAL	
				Full	Half
Current:	2015				\$1,066.10
Amount Due:					\$1,066.10

SESKO NATACHA

Make Remittance Payable To
Kitsap County Treasurer - 614 Division Street,
MS-32 Port Orchard, WA 98366

Account Number: 232402-2-002-1005(1201755) Parcel Location: No address on file

FIRST HALF - Pay or Postmark by April 30

Payments of prior year taxes must include all interest and penalty due. Delinquent payments received without interest and penalty will be returned. See Treasurer Information link.

1

	TAX YEAR	Prev Tax Owing	Interest/ Penalty	TOTAL	
				Full	Half
Current:	2015			\$2,132.20	\$1,066.10
Delinquent	2014	\$2,191.80	\$459.80	\$2,651.60	
	2013	\$2,255.94	\$743.98	\$2,999.92	
	2012	\$1,061.78	\$382.07	\$1,443.85	
Amount Due:					\$8,161.47

SESKO NATACHA

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Printed:02/04/2015

SESKO NATACHA

1 of 2

First half taxes paid after April 30th will incur interest plus penalty computed on the FULL year amount (RCW 84.56.020).

Account Number: 242402-4-010-1000(1202860)	Parcel Location: No address on file
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SECOND HALF - Pay or Postmark by October 31

If you did not make a first half payment or pay the delinquent taxes listed, if any, call **2** (360) 337-7135 for delinquent tax, interest and penalty due. Delinquent payments received without interest and penalty will be returned. [See Treasurer Information link.](#)

	TAX YEAR	Prev Tax Owing	Interest/ Penalty	TOTAL	
				Full	Half
Current:	2015				\$537.54
Amount Due:				\$537.54	

SESKO NATACHA

Make Remittance Payable To
Kitsap County Treasurer - 614 Division Street,
MS-32 Port Orchard, WA 98366

Account Number: 242402-4-010-1000(1202860)	Parcel Location: No address on file
--	-------------------------------------

FIRST HALF - Pay or Postmark by April 30

Payments of prior year taxes must include all interest and penalty due. **1** Delinquent payments received without interest and penalty will be returned. [See Treasurer Information link.](#)

	TAX YEAR	Prev Tax Owing	Interest/ Penalty	TOTAL	
				Full	Half
Current:	2015			\$1,075.08	\$537.54
Delinquent	2014	\$1,104.88	\$231.69	\$1,336.57	
	2013	\$1,136.92	\$374.84	\$1,511.76	
	2012	\$535.34	\$192.61	\$727.95	
Amount Due:				\$4,113.82	

SESKO NATACHA

Make Remittance Payable To
Kitsap County Treasurer - 614 Division Street, MS-32
Port Orchard, WA 98366

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2015 WEB TAX STATEMENT

Printed: 02/04/2015

SESKO NATACHA

Account Number	** For Informational Purposes Only **
322401-1-092-2006	Process Number 1915685
	Taxpayer Name: SESKO NATACHA

Tax Property Description
32241E THAT PORTION OF GOVERNMENT LOT 1, SECTION 32, TOWNSHIP 24 NORTH, RANGE 1 EAST, W.M., IN KITSAP COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT WHERE THE EAST RIGHT-OF-WAY MARGIN OF WEST SHERMAN HEIGHTS ROAD (COUNTY ROAD 154) INTERSECTS THE NORTH RIGHT-OF-WAY MARGIN OF STATE HIGHWAY SR 3 (FORMERLY P.S.H. NO. 21); THENCE NORTHEASTERLY ALONG SAID MARGIN 300 FEET, MORE OR LESS, TO AN INTERSECTION WITH THE SOUTH RIGHT-OF-WAY MARGIN OF THE U.S. NAVY RAILROAD; THENCE WESTERLY ALONG SAID MARGIN 175 FEET, MORE OR LESS, TO THE EAST MARGIN OF WEST SHERMAN HEIGHTS ROAD; THENCE SOUTHERLY ALONG SAID MARGIN 210 FEET, MORE OR LESS, TO THE POINT OF BEGINNING; EXCEPT THAT PORTION CONVEYED TO THE STATE OF WASHINGTON UNDER AUDITOR'S FILE NO. 8601290053.

GENERAL TAX DISTRIBUTION			
2014		2015	
STATE GENERAL	\$96.15	STATE GENERAL	\$84.66
REGIONAL LIBRARY	\$15.64	REGIONAL LIBRARY	\$15.17
LOCAL SCHOOL	\$141.51	LOCAL SCHOOL	\$143.36
COUNTY ROAD	\$48.05	COUNTY ROAD	\$46.72
PORT FIRE	\$64.63	PORT FIRE	\$63.29
PUD	\$15.34	PUD	\$15.10
	\$77.78		\$77.19
	\$3.32		\$3.23
2014 Total: \$462.42		2015 Total: \$448.72	

VALUE INFORMATION FOR TAX		
	2014	2015
Land:	\$38,890	\$38,890
Improvements:	\$0	\$0
TOTAL VALUE:	\$38,890	\$38,890

Current Taxes		
ASSESSMENT	2014	2015
Noxious Weed	\$2.00	\$2.00
Asmt Total	\$2.00	\$2.00

**2015 General Property Tax +
 Assessments = \$450.72**

TOTAL TAXABLE VALUE:(Land + Improvements minus
Qualifying Exemptions) \$38,890 \$38,890

Levy Code 8170 General Levy Rate per
\$1000 11.5384
[\[Click here for Levy Information\]](#)
Voted Rate -- 32.0 % Voter Approved

Parcel Location: No address on file

Delinquent section			
Year	Taxes	Int/Pen to 2/2015	Total
2014	\$464.42	\$97.31	\$561.73
2013	\$500.34	\$164.89	\$665.23
2012	\$292.22	\$105.12	\$397.34
Total Delinquent Amt			\$1,624.30
Due:			
Total Collection Cost:			\$0.00

TOTAL AMOUNT DUE: \$2,075.02

First half taxes paid after April 30th will incur interest plus penalty computed on the FULL year amount (RCW 84.56.020).

Account Number: 322401-1-092-2006(1915685)

Parcel Location: No address on file

SECOND HALF - Pay or Postmark by October 31

If you did not make a first half payment or pay the delinquent taxes listed, if any, call

2

(360) 337-7135 for delinquent tax, interest and penalty due. Delinquent payments received without interest and penalty will be returned.

[See Treasurer Information link.](#)

	TAX YEAR	Prev Tax Owing	Interest/ Penalty	TOTAL	
				Full	Half
Current:	2015				\$225.36
Amount Due:					\$225.36

SESKO NATACHA

Make Remittance Payable To
Kitsap County Treasurer - 614 Division Street,
MS-32 Port Orchard, WA 98366

Account Number: 322401-1-092-2006(1915685)

Parcel Location: No address on file

FIRST HALF - Pay or Postmark by April 30

Payments of prior year taxes must include all interest and penalty due. Delinquent payments received without interest and penalty will be returned. See Treasurer Information link.

1

	TAX YEAR	Prev Tax Owing	Interest/ Penalty	TOTAL	
				Full	Half
Current:	2015			\$450.72	\$225.36
Delinquent	2014	\$464.42	\$97.31	\$561.73	
	2013	\$500.34	\$164.89	\$665.23	
	2012	\$292.22	\$105.12	\$397.34	
Amount Due:				\$1,849.66	

SESKO NATACHA

Make Remittance Payable To
Kitsap County Treasurer - 614 Division Street,
MS-32 Port Orchard, WA 98366

15 - 8

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2015 WEB TAX STATEMENT



Meredith R. Green, CPA
MAKE REMITTANCES PAYABLE TO:
 Kitsap County Treasurer
 614 Division Street, MS-32
 Port Orchard, WA 98366

Printed:02/04/2015

SESKO NATACHA

Account Number	** For Informational Purposes Only **
332402-1-027-2004	Process Number 1211986 Taxpayer Name: SESKO NATACHA

Tax Property Description
33242E N1/2 N1/2 OF L 1 LYING SWLY OF PORT ORCHARD HARPER HWY

VALUE INFORMATION FOR TAX		
	2014	2015
Land:	\$67,380	\$62,060
Improvements:	\$0	\$0
TOTAL VALUE:	\$67,380	\$62,060

TOTAL TAXABLE VALUE:(Land + Improvements minus Qualifying Exemptions)
 \$67,380 \$62,060

Levy Code 8360	General Levy Rate per \$1000 11.3476
[Click here for Levy Information]	
Voted Rate -- 32.5 % Voter Approved	

Parcel Location: No address on file

GENERAL TAX DISTRIBUTION		
	2014	2015
STATE GENERAL	\$166.59	\$135.09
REGIONAL LIBRARY	\$27.09	\$24.21
LOCAL SCHOOL	\$245.18	\$228.78
COUNTY	\$83.25	\$74.58
COUNTY ROAD	\$111.98	\$101.00
PORT	\$13.55	\$12.25
FIRE	\$134.76	\$123.17
PUD	\$5.76	\$5.16
2014 Total:	\$788.16	2015 Total: \$704.24

Current Taxes		
ASSESSMENT	2014	2015
Noxious Weed	\$2.10	\$2.10
Asmt Total	\$2.10	\$2.10

2015 General Property Tax + Assessments = \$706.34

Delinquent section			
Year	Taxes	Int/Pen to 2/2015	Total
2014	\$790.26	\$165.73	\$955.99
2013	\$755.00	\$248.92	\$1,003.92
2012	\$408.56	\$146.99	\$555.55
Total Delinquent Amt			\$2,515.46
Due:			
Total Collection Cost:			\$0.00

TOTAL AMOUNT DUE: \$3,221.80

First half taxes paid after April 30th will incur interest plus penalty computed on the FULL year amount (RCW 84.56.020).

Account Number: 332402-1-027-2004(1211986)

Parcel Location: No address on file

SECOND HALF - Pay or Postmark by October 31

If you did not make a first half payment or pay the delinquent taxes listed, if any, call (360) 337-7135 for delinquent tax, interest and penalty due. Delinquent payments received without interest and penalty will be returned. **2**
See [Treasurer Information link](#).

	TAX YEAR	Prev Tax Owing	Interest/ Penalty	TOTAL	
				Full	Half
Current:	2015				\$353.17
Amount Due:				\$353.17	

SESKO NATACHA

Make Remittance Payable To
Kitsap County Treasurer - 614 Division Street,
MS-32 Port Orchard, WA 98366

Account Number: 332402-1-027-2004(1211986)

Parcel Location: No address on file

FIRST HALF - Pay or Postmark by April 30

Payments of prior year taxes must include all interest and penalty due. **1**
Delinquent payments received without interest and penalty will be returned. See [Treasurer Information link](#).

	TAX YEAR	Prev Tax Owing	Interest/ Penalty	TOTAL	
				Full	Half
Current:	2015			\$706.34	\$353.17
Delinquent	2014	\$790.26	\$165.73	\$955.99	
	2013	\$755.00	\$248.92	\$1,003.92	
	2012	\$408.56	\$146.99	\$555.55	
Amount Due:				\$2,868.63	

SESKO NATACHA

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2015 WEB TAX STATEMENT

Printed:02/04/2015

SESKO NATACHA

Account Number	** For Informational Purposes Only **
4546-001-009-0002	Process Number 1692201 Taxpayer Name: SESKO NATACHA

Tax Property Description
 HANSON'S, OLE, NAVY YARD ADDN
 LOT 9, BLOCK 1, OLE HANSON'S NAVY YARD
 ADDITION, ACCORDING TO THE PLAT RECORDED IN
 VOLUME 4 OF PLATS, PAGE 56, RECORDS OF KITSAP
 COUNTY, WASHINGTON; EXCEPT THE WEST 10 FEET
 THEREOF; TOGETHER WITH THAT PORTION OF
 VACATED COTTMAN AVENUE AS VACATED PER
 VOLUME 16, PAGE 40 OF COMMISSIONER'S
 JOURNAL, WHICH UPON VACATION ATTACHED BY
 OPERATION OF LAW.

VALUE INFORMATION FOR TAX		
	2014	2015
Land:	\$31,340	\$31,340
Improvements:	\$0	\$0
TOTAL VALUE:	\$31,340	\$31,340

TOTAL TAXABLE VALUE:(Land + Improvements minus
 Qualifying Exemptions) \$31,340 \$31,340

Levy Code 0010 General Levy Rate per
 \$1000 13.8906
[\[Click here for Levy Information\]](#)

Voted Rate -- 44.7 % Voter Approved
 Parcel Location: No address on file

GENERAL TAX DISTRIBUTION			
	2014		2015
STATE GENERAL	\$77.48	STATE GENERAL	\$68.22
REGIONAL LIBRARY	\$12.60	REGIONAL LIBRARY	\$12.23
LOCAL SCHOOL	\$184.52	LOCAL SCHOOL	\$182.35
COUNTY	\$38.72	COUNTY	\$37.66
CITY	\$120.52	CITY	\$120.10
PORT	\$12.36	PORT	\$12.17
PUD	\$2.68	PUD	\$2.61
2014 Total:	\$448.88	2015 Total:	\$435.34

Current Taxes		
ASSESSMENT	2014	2015
Noxious Weed	\$2.00	\$2.00
Asmt Total	\$2.00	\$2.00

**2015 General Property Tax +
 Assessments = \$437.34**

Delinquent section			
Year	Taxes	Int/Pen to 2/2015	Total
2014	\$450.88	\$94.47	\$545.35
2013	\$455.28	\$150.02	\$605.30
2012	\$268.69	\$96.65	\$365.34
Total Delinquent Amt			\$1,515.99
Due:			
Total Collection Cost:			\$0.00

TOTAL AMOUNT DUE: \$1,953.33

First half taxes paid after April 30th will incur interest plus penalty computed on the FULL year amount (RCW 84.56.020).

Account Number: 4546-001-009-0002(1692201)	Parcel Location: No address on file
--	-------------------------------------

If you did not make a first half payment or pay the delinquent taxes listed, if any, call (360) 337-7135 for delinquent tax, interest and penalty due. Delinquent payments received without interest and penalty will be returned.

2

See Treasurer Information link.

SECOND HALF - Pay or Postmark by October 31

	TAX YEAR	Prev Tax Owing	Interest/ Penalty	TOTAL	
				Full	Half
Current:	2015				\$218.67
Amount Due:				\$218.67	

SESKO NATACHA

Make Remittance Payable To
Kitsap County Treasurer - 614 Division Street,
MS-32 Port Orchard, WA 98366

Account Number: 4546-001-009-0002(1692201)	Parcel Location: No address on file
--	-------------------------------------

Payments of prior year taxes must include all interest and penalty due. Delinquent payments received without interest and penalty will be returned. See Treasurer Information link.

1

FIRST HALF - Pay or Postmark by April 30

	TAX YEAR	Prev Tax Owing	Interest/ Penalty	TOTAL	
				Full	Half
Current:	2015			\$437.34	\$218.67
Delinquent:	2014	\$450.88	\$94.47	\$545.35	
	2013	\$455.28	\$150.02	\$605.30	
	2012	\$268.69	\$96.65	\$365.34	

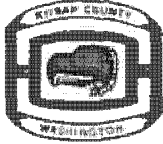
SESKO NATACHA

Amount Due:	\$1,734.66
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2015 WEB TAX STATEMENT

Printed: 02/03/2015

SESKO NATACHA

Account Number	** For Informational Purposes Only **
222401-2-103-2003	Process Number 2274827
	Taxpayer Name: SESKO NATACHA

Tax Property Description
 22241E
 THE EAST 1 ACRE OF THE FOLLOWING DESCRIBED TRACT: BEGINNING 132 FEET SOUTH AND 115 FEET WEST OF THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 24 NORTH, RANGE 1 EAST, W.M., KITSAP COUNTY, WASHINGTON; THENCE WEST 478.63 FEET TO A POINT 65 FEET EAST OF THE WEST BOUNDARY OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER; THENCE S0°51'52" W 426.38 FEET TO THE NORTH LINE OF COUNTY ROAD; THENCE ALONG SAID ROAD N75°45'55" E 495.89 FEET; THENCE N49°53'E 302.50 FEET TO THE POINT OF BEGINNING; SUBJECT TO A 15 FOOT EASEMENT GRANTED TO THE CITY OF BREMERTON.

GENERAL TAX DISTRIBUTION			
2014		2015	
STATE GENERAL	\$262.84	STATE GENERAL	\$218.01
REGIONAL LIBRARY	\$42.74	REGIONAL LIBRARY	\$39.07
LOCAL SCHOOL	\$625.91	LOCAL SCHOOL	\$582.70
COUNTY	\$131.35	COUNTY	\$120.35
CITY	\$408.83	CITY	\$383.82
PORT	\$41.93	PORT	\$38.87
PUD	\$9.08	PUD	\$8.32
2014 Total: \$1,522.68		2015 Total: \$1,391.14	

VALUE INFORMATION FOR TAX		
	2014	2015
Land:	\$106,310	\$100,150
Improvements:	\$0	\$0
TOTAL VALUE:	\$106,310	\$100,150

Current Taxes		
ASSESSMENT	2014	2015
Noxious Weed	\$2.00	\$2.00
Asmt Total	\$2.00	\$2.00

TOTAL TAXABLE VALUE: (Land + Improvements minus Qualifying Exemptions)

\$106,310 \$100,150

Levy Code 0010	General Levy Rate per \$1000 13.8906
----------------	--------------------------------------

2015 General Property Tax + Assessments = \$1,393.14

Delinquent section			
Year	Taxes	Int/Pen to 2/2015	Total
2014	\$1,524.68	\$319.96	\$1,844.64
2013	\$1,712.12	\$564.78	\$2,276.90

[\[Click here for Levy Information\]](#)

Voted Rate -- 44.7 % Voter Approved

Parcel Location: No address on file

2012	\$889.19	\$320.03	\$1,209.22
Total Delinquent Amt		\$5,330.76	
Due:			
Total Collection Cost:		\$0.00	

TOTAL AMOUNT DUE: \$6,723.90

First half taxes paid after April 30th will incur interest plus penalty computed on the FULL year amount (RCW 84.56.020).

Account Number: 222401-2-103-2003(2274827)

Parcel Location: No address on file

SECOND HALF - Pay or Postmark by October 31

If you did not make a first half payment or pay the delinquent taxes listed, if any, call

2

(360) 337-7135 for delinquent tax, interest and penalty due. Delinquent payments received without interest and penalty will be returned.

[See Treasurer Information link.](#)

	TAX YEAR	Prev Tax Owing	Interest/ Penalty	TOTAL	
				Full	Half
Current:	2015				\$696.57
Amount Due:				\$696.57	

SESKO NATACHA

Make Remittance Payable To
Kitsap County Treasurer - 614 Division Street,
MS-32 Port Orchard, WA 98366

Account Number: 222401-2-103-2003(2274827)

Parcel Location: No address on file

FIRST HALF - Pay or Postmark by April 30

Payments of prior year taxes must include all interest and penalty due. Delinquent payments received without interest and penalty will be returned. [See Treasurer Information link.](#)

1

	TAX YEAR	Prev Tax Owing	Interest/ Penalty	TOTAL	
				Full	Half
Current:	2015			\$1,393.14	\$696.57
Delinquent	2014	\$1,524.68	\$319.96	\$1,844.64	
	2013	\$1,712.12	\$564.78	\$2,276.90	
	2012	\$889.19	\$320.03	\$1,209.22	

SESKO NATACHA

Amount Due:

\$6,027.33

Make Remittance Payable To

Kitsap County Treasurer - 614 Division Street, MS-32
Port Orchard, WA 98366

11

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 MAKE REMITTANCES PAYABLE TO:
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2015 WEB TAX STATEMENT

Printed:02/03/2015

SESKO NATACHA

Account Number	** For Informational Purposes Only **
222401-2-104-2002	Process Number 2274835 Taxpayer Name: SESKO NATACHA

GENERAL TAX DISTRIBUTION			
2014		2015	
STATE GENERAL	\$532.13	STATE GENERAL	\$429.12
REGIONAL LIBRARY	\$86.54	REGIONAL LIBRARY	\$76.91
LOCAL SCHOOL	\$1,267.20	LOCAL SCHOOL	\$1,146.95
COUNTY	\$265.93	COUNTY	\$236.88
CITY	\$827.68	CITY	\$755.48
PORT	\$84.89	PORT	\$76.51
PUD	\$18.39	PUD	\$16.39
2014 Total: \$3,082.76		2015 Total: \$2,738.24	

Tax Property Description
 22241E
 THE EAST 2 ACRES OF THE WEST 3 ACRES OF THE FOLLOWING DESCRIBED PARCEL IN SECTION 22, TOWNSHIP 24 NORTH, RANGE 1 EAST, W.M., KITSAP COUNTY, WASHINGTON; BEGINNING 132 FEET SOUTH AND 115 FEET WEST OF THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER; THENCE WEST 478.63 FEET TO A POINT 65 FEET EAST OF THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER; THENCE ALONG A LINE PARALLEL WITH AND 65 FEET EAST OF SAID WEST BOUNDARY LINE S00°51'52" W 426.38 FEET TO THE NORTH BOUNDARY LINE OF COUNTY ROAD; THENCE ALONG SAID NORTH BOUNDARY LINE N75°45'55" E 495.89 FEET TO THE INTERSECTION WITH A LINE 115 FEET WEST OF THE NORTH/SOUTH CENTERLINE OF SAID SECTION 22; THENCE N0°49'53" E 302.5 FEET TO THE POINT OF BEGINNING; SUBJE

VALUE INFORMATION FOR TAX		
	2014	2015
Land:	\$191,550	\$180,440
Improvements:	\$23,680	\$16,690
TOTAL VALUE:	\$215,230	\$197,130

Current Taxes		
ASSESSMENT	2014	2015
Noxious Weed	\$2.08	\$2.08
Asmt Total	\$2.08	\$2.08

2015 General Property Tax + Assessments = \$2,740.32

TOTAL TAXABLE VALUE:(Land + Improvements minus Qualifying Exemptions)
 \$215,230 \$197,130

Delinquent section

Levy Code 0010	General Levy Rate per \$1000 13.8906
[Click here for Levy Information]	
Voted Rate -- 44.7 % Voter Approved	
Parcel Location: Multiple addresses on file	

Year	Taxes	Int/Pen to 2/2015	Total
2014	\$3,084.84	\$647.59	\$3,732.43
2013	\$3,407.82	\$1,124.35	\$4,532.17
2012	\$1,753.08	\$631.02	\$2,384.10
Total Delinquent Amt Due:			\$10,648.70
Total Collection Cost:			\$0.00

TOTAL AMOUNT DUE: \$13,389.02

First half taxes paid after April 30th will incur interest plus penalty computed on the FULL year amount (RCW 84.56.020).

Account Number: 222401-2-104-2002(2274835)	Parcel Location: Multiple addresses on file
--	---

SECOND HALF - Pay or Postmark by October 31

If you did not make a first half payment or pay the delinquent taxes listed, if any, call (360) 337-7135 for delinquent tax, interest and penalty due. Delinquent payments received without interest and penalty will be returned.

2

[See Treasurer Information link.](#)

	TAX YEAR	Prev Tax Owing	Interest/ Penalty	TOTAL	
				Full	Half
Current:	2015				\$1,370.16
Amount Due:				\$1,370.16	

SESKO NATACHA

Make Remittance Payable To
Kitsap County Treasurer - 614 Division Street,
MS-32 Port Orchard, WA 98366

Account Number: 222401-2-104-2002(2274835)	Parcel Location: Multiple addresses on file
--	---

FIRST HALF - Pay or Postmark by April 30

Payments of prior year taxes must include all interest and penalty due. Delinquent payments

1

	TAX YEAR	Prev Tax Owing	Interest/ Penalty	TOTAL	
				Full	Half
Current:	2015			\$2,740.32	\$1,370.16

received without interest
and penalty will be
returned. See Treasurer
Information link.

SESKO NATACHA

Delinquent	2014	\$3,084.84	\$647.59	\$3,732.43	
	2013	\$3,407.82	\$1,124.35	\$4,532.17	
	2012	\$1,753.08	\$631.02	\$2,384.10	
Amount Due:					\$12,018.86

Make Remittance Payable To

Kitsap County Treasurer - 614 Division Street, MS-32 Port
Orchard, WA 98366

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 MAKE REMITTANCES PAYABLE TO:
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2015 WEB TAX STATEMENT

Printed: 02/03/2015

SESKO NATACHA

Account Number	** For Informational Purposes Only **
222401-2-105-2001	Process Number 2274843 Taxpayer Name: SESKO NATACHA

GENERAL TAX DISTRIBUTION			
2014		2015	
STATE GENERAL	\$349.84	STATE GENERAL	\$290.17
REGIONAL LIBRARY	\$56.89	REGIONAL LIBRARY	\$52.00
LOCAL SCHOOL	\$833.11	LOCAL SCHOOL	\$775.59
COUNTY	\$174.83	COUNTY	\$160.17
CITY	\$544.14	CITY	\$510.86
PORT	\$55.80	PORT	\$51.73
PUD	\$12.09	PUD	\$11.08
2014 Total: \$2,026.70		2015 Total: \$1,851.60	

Tax Property Description
 22241E
 THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER SECTION 22, TOWNSHIP 24 NORTH, RANGE 1 EAST, W.M., KITSAP COUNTY, WASHINGTON, CONVEYED BY AUDITOR'S FILE NO. 1112697 (BEING LOT B SHORT PLAT NO 319 RECORDED UNDER AF# 1111100) DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER SAID SECTION; THENCE SOUTH 132 FEET; THENCE EAST 60 FEET; THENCE CONTINUING EAST 142 FEET, MORE OR LESS, TO A EXISTING FENCE AND THE TRUE POINT OF BEGINNING; THENCE CONTINUING EAST 458 FEET, MORE OR LESS, TO THE EAST LINE OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER; THENCE NORTH ALONG SAID EAST LINE 132 FEET; THENCE WEST 458 FEET, MORE OR LESS, TO A POINT ON SAID EXISTING FENCE SAID POINT BEING 132 FEET NORTH OF THE TR

VALUE INFORMATION FOR TAX		
	2014	2015
Land:	\$141,500	\$133,300
Improvements:	\$0	\$0
TOTAL VALUE:	\$141,500	\$133,300

Current Taxes		
ASSESSMENT	2014	2015
Noxious Weed	\$2.02	\$2.02
Asmt Total	\$2.02	\$2.02

2015 General Property Tax +
 Assessments = \$1,853.62

TOTAL TAXABLE VALUE: (Land + Improvements minus Qualifying Exemptions)

\$141,500

\$133,300

Levy Code 0010	General Levy Rate per \$1000 13.8906
[Click here for Levy Information]	
Voted Rate -- 44.7 % Voter Approved	

Parcel Location: No address on file

Delinquent section			
Year	Taxes	Int/Pen to 2/2015	Total
2014	\$2,028.72	\$425.81	\$2,454.53
2013	\$2,278.22	\$751.58	\$3,029.80
2012	\$1,183.28	\$425.90	\$1,609.18
Total Delinquent Amt Due:			\$7,093.51
Total Collection Cost:			\$0.00

TOTAL AMOUNT DUE: \$8,947.13

First half taxes paid after April 30th will incur interest plus penalty computed on the FULL year amount (RCW 84.56.020).

Account Number: 222401-2-105-2001(2274843)

Parcel Location: No address on file

If you did not make a first half payment or pay the delinquent taxes listed, if any, call **2** (360) 337-7135 for delinquent tax, interest and penalty due. Delinquent payments received without interest and penalty will be returned.
[See Treasurer Information link.](#)

SECOND HALF - Pay or Postmark by October 31

	TAX YEAR	Prev Tax Owing	Interest/ Penalty	TOTAL	
				Full	Half
Current:	2015				\$926.81
Amount Due:				\$926.81	

SESKO NATACHA

Make Remittance Payable To
Kitsap County Treasurer - 614 Division Street,
MS-32 Port Orchard, WA 98366

Account Number: 222401-2-105-2001(2274843)

Parcel Location: No address on file

Payments of prior year taxes must include all interest and penalty due. **1**

FIRST HALF - Pay or Postmark by April 30

	TAX YEAR	Prev Tax Owing	Interest/ Penalty	TOTAL	
				Full	Half

Delinquent payments
received without interest
and penalty will be
returned. See Treasurer
Information link.

Current:	2015			\$1,853.62	\$926.81
Delinquent	2014	\$2,028.72	\$425.81	\$2,454.53	
	2013	\$2,278.22	\$751.58	\$3,029.80	
	2012	\$1,183.28	\$425.90	\$1,609.18	
Amount Due:				\$8,020.32	

SESKO NATACHA

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2015 WEB TAX STATEMENT

Printed:02/03/2015

SESKO NATACHA
 3536 ARSENAL WAY
 BREMERTON, WA 98312

Account Number	** For Informational Purposes Only **
3741-000-022-0101	Process Number 2167278 Taxpayer Name: SESKO NATACHA

Tax Property Description
 DALY'S GARDEN TRACTS
 THAT PORTION OF LOTS 22 AND 23, JOSEPH DALY
 GARDEN TRACTS, VOLUME 4 OF PLATS, PAGE 11,
 RECORDS OF KITSAP COUNTY, WASHINGTON AND
 LOT 1, SUPPLEMENT PLAT OF BAYVIEW GARDEN
 TRACTS, VOLUME 5 OF PLATS, PAGE 19, RECORDS
 OF KITSAP COUNTY, WASHINGTON, DESCRIBED AS
 FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER
 OF SAID LOT 23 THENCE SOUTH 0°05'00 EAST
 ALONG THE EAST LINE OF SAID LOT 22, A DISTANCE
 OF 14.53 FEET; THENCE NORTH 87°32'34 WEST,
 115.21 FEET, MORE OR LESS, TO THE WEST LINE OF
 THE EAST 115.08 FEET AS MEASURED ALONG THE
 NORTH LINE OF SAID LOT 22; THENCE NORTH 232.05
 FEET, MORE OR LESS, TO THE GOVERNMENT
 MEANDER LINE; THENCE SOUTH 75°08'51 EAST,
 ALONG SAID MEANDER LINE, 86.11 FEET, TO THE
 NORTHEAST CORNER OF SAID LOT 1; THENCE
 SOUTH 26°33' 54 WEST, 34.29 FEET, MORE OR LESS,
 TO THE NORTH LINE

GENERAL TAX DISTRIBUTION			
2014		2015	
STATE GENERAL	\$217.74	STATE GENERAL	\$180.61
REGIONAL LIBRARY	\$35.41	REGIONAL LIBRARY	\$32.37
LOCAL SCHOOL	\$518.53	LOCAL SCHOOL	\$482.74
COUNTY	\$108.81	COUNTY	\$99.68
CITY	\$338.68	CITY	\$317.98
PORT	\$34.73	PORT	\$32.20
PUD	\$7.52	PUD	\$6.90
2014 Total: \$1,261.42		2015 Total: \$1,152.48	

VALUE INFORMATION FOR TAX		
	2014	2015
Land:	\$88,070	\$82,970
Improvements:	\$0	\$0
TOTAL VALUE:	\$88,070	\$82,970
TOTAL TAXABLE VALUE:(Land + Improvements minus Qualifying Exemptions)	\$88,070	\$82,970

Current Taxes		
ASSESSMENT	2014	2015
Noxious Weed	\$2.00	\$2.00
Asmt Total	\$2.00	\$2.00

2015 General Property Tax +
 Assessments = \$1,154.48

Delinquent section

Levy Code 0010 General Levy Rate per
\$1000 13.8906
[\[Click here for Levy Information\]](#)
Voted Rate -- 44.7 % Voter Approved

Parcel Location: No address on file

Year	Taxes	Int/Pen to 2/2015	Total
2014	\$1,263.42	\$265.10	\$1,528.52
2013	\$1,418.76	\$467.97	\$1,886.73
2012	\$736.86	\$265.19	\$1,002.05
Total Delinquent Amt			\$4,417.30
Due:			
Total Collection Cost:			\$0.00

TOTAL AMOUNT DUE: \$5,571.78

First half taxes paid after April 30th will incur interest plus penalty computed on the FULL year amount (RCW 84.56.020).

Account Number: 3741-000-022-0101(2167278) Parcel Location: No address on file

SECOND HALF - Pay or Postmark by October 31

If you did not make a first half payment or pay the delinquent taxes listed, if any, call **2** (360) 337-7135 for delinquent tax, interest and penalty due. Delinquent payments received without interest and penalty will be returned.
[See Treasurer Information link.](#)

	TAX YEAR	Prev Tax Owing	Interest/ Penalty	TOTAL	
				Full	Half
Current:	2015				\$577.24
Amount Due:				\$577.24	

SESKO NATACHA
3536 ARSENAL WAY
BREMERTON, WA 98312

Make Remittance Payable To
Kitsap County Treasurer - 614 Division Street,
MS-32 Port Orchard, WA 98366

Account Number: 3741-000-022-0101(2167278) Parcel Location: No address on file

FIRST HALF - Pay or Postmark by April 30

Payments of prior year taxes must include all interest and penalty due. **1**

	TAX YEAR	Prev Tax Owing	Interest/ Penalty	TOTAL	
				Full	Half
Current:	2015			\$1,154.48	\$577.24

Delinquent payments
received without interest
and penalty will be
returned. See Treasurer
Information link.

Delinquent	2014	\$1,263.42	\$265.10	\$1,528.52	
	2013	\$1,418.76	\$467.97	\$1,886.73	
	2012	\$736.86	\$265.19	\$1,002.05	
Amount Due:					\$4,994.54

SESKO NATACHA
3536 ARSENAL WAY
BREMERTON, WA 98312

Make Remittance Payable To
Kitsap County Treasurer - 614 Division Street, MS-32
Port Orchard, WA 98366



Grays Harbor County Assessor's Office Online Parcel Database Assessment Information

14

[Show](#)
[GeoData](#)

Parcel 170832330010

[Map](#)
[Viewer](#)


Situation Address 00000

Legal Description 100- STRIP IN W 1/2 SW

Owner SESKO WILLIAM & NATACHA H
Address C/O PACIFIC GUARDIANSHIP SVCS
5306 PACIFIC AVE
TACOMA, WA 98408

File Updated 2/4/2015 16:17
Location T 17 R 08 Sec 32

Certified Values:	Land	Building	Combined
	\$1,840.00	\$0.00	\$1,840.00

Year Built 0000
Building Type
Style
Quality

Tax Code 099
School District 099
Voting Precinct 002
Total Acres 2.3
Fire Patrol Acres 2

(pdf) Land Use 91 - Undeveloped Land

	Square Feet	Type
Lot	0	
Building SF	0	
Percentage Complete	100%	
Basement SF	0	
Finished Basement SF	0	
Foundation		
Porch 1 SF	0	0
Porch 2 SF	0	0
Garage 1 SF	0	
Garage 2 SF	0	
Carport SF	0	0

[Home](#) | [Assessor](#) | [Treasurer](#) | [Assessment Parcel Search Form](#) | [Tax Information](#) | [Feedback](#)



Grays Harbor County Treasurer's Office

Online Parcel Database

Tax Information

[Show](#)
[Map](#)

[GeoData](#)
[Viewer](#)

Parcel 170832330010

File Updated 2/4/2015 16:17

Situs
Address 00000

School District 099

Voting Precinct 002

Owner SESKO WILLIAM & NATACHA H
Address C/O PACIFIC GUARDIANSHIP SVCS
5306 PACIFIC AVE
TACOMA, WA 98408

Legal
Description 100- STRIP IN W 1/2 SW
Prior Year Tax \$44.38

Tax
Information
Detail

Thru Feb, 2015

			Tax				Service	Balance Due
Year	Type	Supp	Amount	Tax Paid	Penalty	Interest	Chg	For Tax Year
2015	R		\$41.28	\$0.00	\$0.00	\$0.00	\$30.00	\$71.28
2014	R		\$44.38	\$0.00	\$4.88	\$4.44	\$0.00	\$53.70
2013	R		\$41.90	\$0.00	\$4.61	\$9.22	\$0.00	\$55.73

Pay Online

[Home](#) | [Assessor](#) | [Treasurer](#) | [Tax Parcel Search Form](#) | [Assessment Information](#) | [Feedback](#)



Grays Harbor County Assessor's Office
Online Parcel Database
Assessment Information

15

[Show](#)

[GeoData](#)

Parcel 180915330010

[Map](#)

[Viewer](#)

Situs Address 00000

Legal Description LOT 11

Owner SESKO WILLIAM & NATACHA H
Address C/O PACIFIC GUARDIANSHIP SVCS
5306 PACIFIC AVE
TACOMA, WA 98408

File Updated 2/4/2015 16:17
Location T 18 R 09 Sec 15

Certified Values:	<u>Land</u>	<u>Building</u>	<u>Combined</u>
	\$2,000.00	\$0.00	\$2,000.00

Year Built 0000
Building Type
Style
Quality

Tax Code 005 EJ
School District 005
Voting Precinct 014
Total Acres 2
Fire Patrol Acres 2

[pdf](#) [Land Use](#) 91 - Undeveloped Land

	<u>Square Feet</u>	<u>Type</u>
Lot	0	
Building SF	0	
Percentage Complete	100%	
Basement SF	0	
Finished Basement SF	0	
Foundation		
Porch 1 SF	0	0
Porch 2 SF	0	0
Garage 1 SF	0	
Garage 2 SF	0	
Carport SF	0	0

[Home](#) | [Assessor](#) | [Treasurer](#) | [Assessment Parcel Search Form](#) | [Tax Information](#) | [Feedback](#)



Grays Harbor County Treasurer's Office Online Parcel Database Tax Information

[Show
Map](#)
[GeoData
Viewer](#)

Parcel 180915330010

File Updated 2/4/2015 16:17

Situs
Address 00000

School District 005

Voting Precinct 014

Owner SESKO WILLIAM & NATACHA H
Address C/O PACIFIC GUARDIANSHIP SVCS
5306 PACIFIC AVE
TACOMA, WA 98408

Legal
Description LOT 11
Prior Year Tax \$45.06

Tax
Information
Detail

Thru Feb, 2015

			<u>Tax</u>				<u>Sevice</u>	<u>Balance Due</u>
<u>Year</u>	<u>Type</u>	<u>Supp</u>	<u>Amount</u>	<u>Tax Paid</u>	<u>Penalty</u>	<u>Interest</u>	<u>Chg</u>	<u>For Tax Year</u>
2015	R		\$45.84	\$0.00	\$0.00	\$0.00	\$30.00	\$75.84
2014	R		\$45.06	\$0.00	\$4.96	\$4.51	\$0.00	\$54.53
2013	R		\$43.78	\$0.00	\$4.82	\$9.63	\$0.00	\$58.23

[Pay Online](#)
www.grays-harbor.wa.us/gh_Parcel/Search/Deta...
[Home](#) | [Assessor](#) | [Treasurer](#) | [Tax Parcel Search Form](#) | [Assessment Information](#) | [Feedback](#)

EXHIBIT "B"

Filed for Record at the Request of:

When Recorded, Return to:
City of Bremerton Fire Department
817 Pacific Avenue
Bremerton, WA 98337



BREMERTON FIRE DEPT

JMENT

\$14.00

200110020401

Page: 1 of 7

15/02/2001

02 10P

Kitsap Co, WA

SUPERIOR COURT JUDGMENT

PROPERTY OWNER: SESKO, WILLIAM AND NATACHA

ASSIGNEE: BREMERTON, CITY OF

**LEGAL DESCRIPTION: DALYS GARDEN TRACTS LOTS 22 AND 23 (Add'l
Legal on Page 1)**

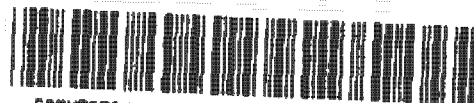
ASSESSOR'S PROPERTY TAX ACCOUNT NUMBER: 3741-000-022-0101

PARCEL #3741-000-022-0101

DALYS GARDEN TRACTS THAT PORTION OF LOTS 22 AND 23, JOSEPH DALY GARDEN TRACTS, VOLUME 4 OF PLATS, PAGE 11, RECORDS OF KITSAP COUNTY, WASHINGTON AND LOT 1, SUPPLEMENT PLAT OF BAYVIEW GARDEN TRACTS, VOLUME 5 OF PLATS, PAGE 19, RECORDS OF KITSAP COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 23 THENCE SOUTH 0°05'00" EAST ALONG THE EAST LINE OF SAID LOT 22, A DISTANCE OF 14.53 FEET; THENCE NORTH 87°32'34" WEST, 115.21 FEET, MORE OR LESS, TO THE WEST LINE OF THE EAST 115.08 FEET AS MEASURED ALONG THE NORTH LINE OF SAID LOT 22; THENCE NORTH 232.05 FEET, MORE OR LESS, TO THE GOVERNMENT MEANDER LINE; THENCE SOUTH 75°08'51" EAST, ALONG SAID MEANDER LINE, 86.11 FEET, TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 26°33'54" WEST, 34.29 FEET, MORE OR LESS, TO THE NORTH LINE OF SAID LOT 23; THENCE SOUTH 76°45'08" EAST, ALONG SAID NORTH LINE, 48.23 FEET, TO THE NORTHEAST CORNER OF SAID LOT 23; THENCE SOUTH 0°05'00" EAST, ALONG THE EAST LINE OF SAID LOT 23, A DISTANCE OF 158.66 FEET, MORE OR LESS, TO THE POINT OF BEGINNING; TOGETHER WITH TIDELANDS OF THE FIRST CLASS ABUTTING AND IN FRONT OF SAID PROPERTY, LYING

EAST OF THE PROJECTION NORTH OF THE WEST LINE OF THE ABOVE
DESCRIBED PROPERTY.

Unofficial Copy



200110020401

Page: 2 of 7

16/02/2001 02:10P

BREMERTON FIRE DEPT

JMENT \$14.00

Kitsap Co, WA

CP 151

FILED
KITSAP COUNTY

MAY 18 1998

MAY 3 1 57 PM '98

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KITSAP

BY

THE CITY OF BREMERTON, a
municipal corporation,

Plaintiff,

v.

WILLIAM SESKO and NATACHA
SESKO, and their marital
community,

Defendants.

NO. 97-2-01749-3

JUDGMENT GRANTING
INJUNCTIVE RELIEF

THIS MATTER having come on regularly for hearing before the undersigned, plaintiff appearing through its counsel, Jane R. Koler of Casey & Pruzan, defendant appearing pro se, the Court having heard the evidence of plaintiff in support of the Complaint herein, having heretofore entered its Findings of Fact and Conclusions of Law and being advised in the premises, it is

ORDERED, ADJUDGED AND DECREED:

1. The City of Bremerton is entitled to a mandatory injunction requiring abatement of the nuisance on the Seskos property located at 1701 Pennsylvania Avenue, Bremerton, Washington.

JUDGMENT GRANTING INJUNCTIVE RELIEF
Page 1



BREMERTON FIRE DEPT

JNENT \$14.00 Kitsap Co, WA

200110020401
Page 3 of 7
16/02/2001 02:10P

LAW OFFICES
CASEY & PRUZAN
18TH FLOOR PACIFIC BLDG.
720 THIRD AVENUE
SEATTLE, WA 98104-1804

COPY

CP 152

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2. The Seskos shall clean up the property located at 1701 Pennsylvania Avenue, Bremerton, Washington within 120 days, or by ~~August 22~~ ^{9/17/98}, 1998, by removing all objects, structures and materials stored on the property. They shall remove, or cause to be removed, all old airplanes, dilapidated vehicles, including boats, buses, and cars, tires, rusty tanks, rusty machine parts, junk piers, wooden pallets, concrete chunks, modular buildings, metal debris, storage tanks, old signs, the building on sled runners, old boats, a rusty barge, storage tanks, pontoons, rusty breakwater float, mattresses, styrofoam floats, portable buildings, a crane, rusty metal objects, metal scraps, and wood scraps. All things collected on the property must be removed.
3. The Seskos shall not use this property as a storage facility and cannot store objects of any kind on the property.
4. The City of Bremerton needs to facilitate the cleanup of the property by issuing any necessary permits to authorize removal of the objects from the property.
5. In ordering the Seskos to clean up their property, it is necessary to distinguish between the abatement of the nuisance and the cleanup of toxic contaminants. This order in no way obligates the Seskos to clean up toxic contaminants on the property. The Seskos are not required to eliminate or

200110020401
Page: 4 of 7
10/02/2001 02:10P
JENT \$14.00 Kitsap Co. WA
BREMERON FIRE DEPT

25

JUDGMENT GRANTING INJUNCTIVE RELIEF
Page 2

COPY

LAW OFFICES
CASEY & PRUZAN
18TH FLOOR PACIFIC BLDG.
720 THIRD AVENUE
SEATTLE, WA 98104-1808
206-465-2833

DND 00010000

secure the concrete pit on their property. The Seskos cannot store objects in the concrete pit on their property.

6. This Court will maintain jurisdiction over this case until the cleanup is accomplished.

Dated this 8th day of May, 1998.

JAY B. ROOF, JUDGE

Presented by:
CASEY & PRUZAN

Jane Koler, WSBA No. 13541
Attorney for Plaintiff

Copy received; Notice of
presentation waived:

William Sesko, Pro Se

JUDGMENT GRANTING INJUNCTIVE RELIEF
Page 3



BREHERTON FIRE DEPT

200110020401

Page: 5 of 7

10/02/2001 02:16P
Kitsap Co, WA

LAW OFFICES
CASEY & PRUZAN
10TH FLOOR PACIFIC BLDG.
720 THIRD AVENUE
SEATTLE, WA 98104-1808

RECEIVED AND FILED
IN OPEN COURT

DEC 15 2000

DEAN C. LOGAN
KITSAP COUNTY CLERK

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KITSAP

CITY OF BREMERTON, a
Washington Municipal corporation,
Plaintiffs,

vs.

WILLIAM SESKO and NATACHA
SESKO, and their marital
Community,

Defendar

NO. 97 2 01749 3

~~PROPOSED~~ ORDER CLARIFYING
JUDGMENT

200110020401
Page: 6 of 7
16/02/2001 02:19P
BREMERSON FIRE DEPT JMENT \$14.00 Kitsap Co. WA

THIS MATTER having come on regularly for hearing before the undersigned, plaintiff
appearing through its counsel, David B. St. Pierre, City of Bremerton Assistant City Attorney,
defendants appearing pro se, the Court having reviewed the files and documents submitted, heard the
arguments of the parties and being advised in the premises,

COPY

ORDER
CLARIFYING JUDGMENT

City of Bremerton
Legal Department
239 4th Street
....

1 **THE COURT FINDS:**

2 That the dates of Defendants' compliance with the May 8, 1998 Judgment of this court have all
3 passed during the pendency of Defendants' unsuccessful appeal of the Judgment,
4 and it is
5

6 **ORDERED, ADJUDGED AND DECREED:**

7 That the May 8, 1998, JUDGMENT GRANTING INJUNCTIVE RELIEF, is hereby clarified
8 to authorize:

- 9
- 10 1. the City of Bremerton and its contractors to IMMEDIATELY enter the Defendant's property
11 at 1701 Pennsylvania Avenue, Bremerton Washington, to remove all objects and vehicles on
12 the property. ^{Authority to REMOVE such property SHALL BEGIN ON JANUARY 3, 2000.} This authority to enter and remove objects, boats, and vehicles from the
13 Defendants' property will continue until the nuisance has been abated; and
14
- 15 2. the City of Bremerton to impose a lien on Defendants' property to collect sums incurred to
16 clear off the property and if any object, boat, or vehicle on the property has salvage value, then
17 the City of Bremerton must credit the salvage value of such object, boat, or vehicle against
18 charges imposed for the removal of goods.

19 Dated this 19th day of December, 2000.

COPY

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23 Jay B. Roof
JAY B. ROOF, Judge

Copy Received. approved as to the form.

24 Presented by:
25 GLENNA MALANCA
City Attorney, City of Bremerton

26 David B. St Pierre
27 DAVID B. ST PIERRE, WSBA # 27888
Assistant City Attorney, Attorney for Plaintiff

28 ORDER
CLARIFYING JUDGMENT

William and Natacha Sesko
William and Natacha Sesko
Defendants, Pro Se

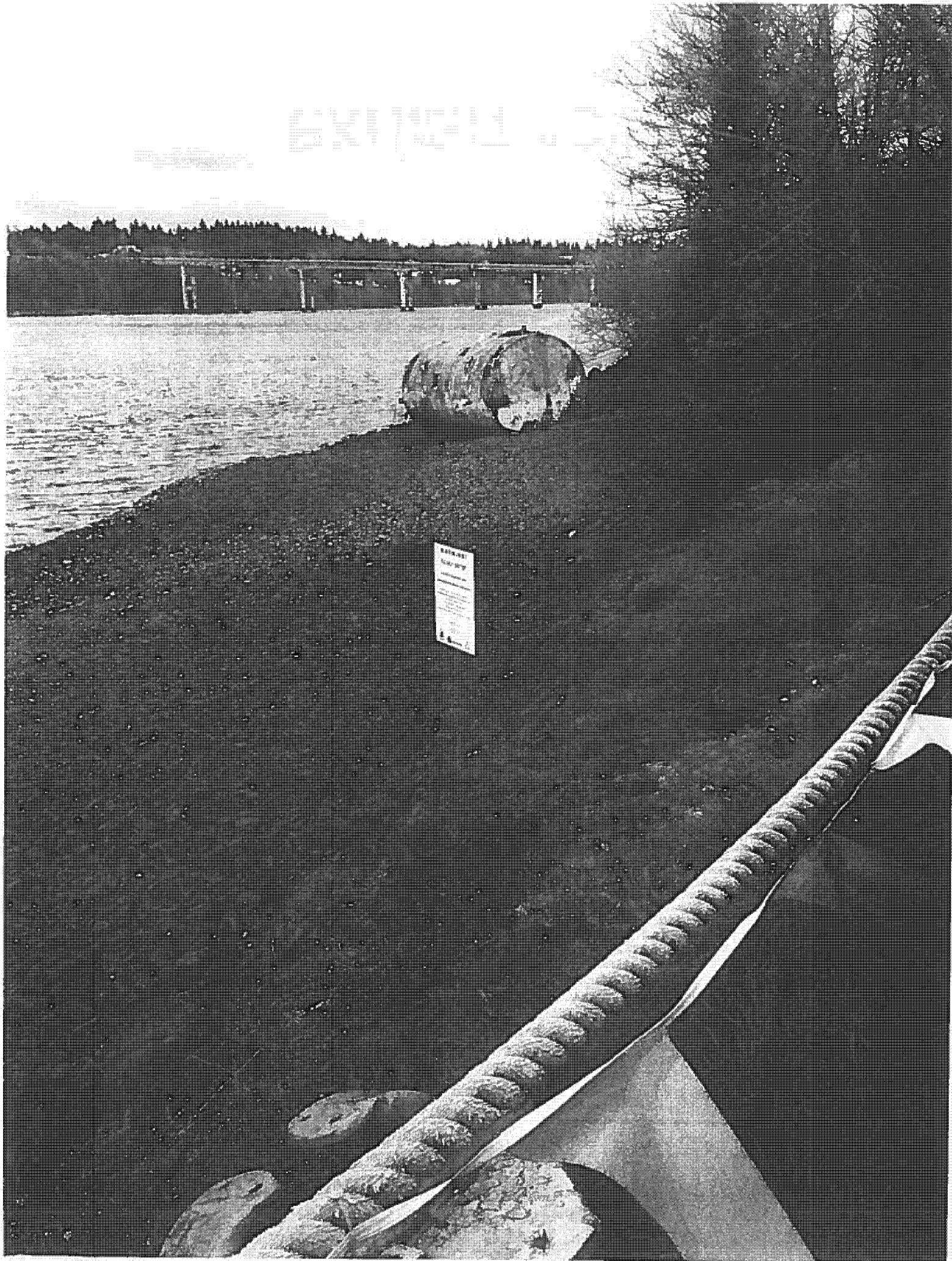
Robert Clark
WSB # 72543
Special Appearance

City of Bremerton
Legal Department
239 4th Street
Bremerton, WA
(360) 478-2345
(360) 478-5161 FAX



EXHIBIT "C"

DNR-00049606



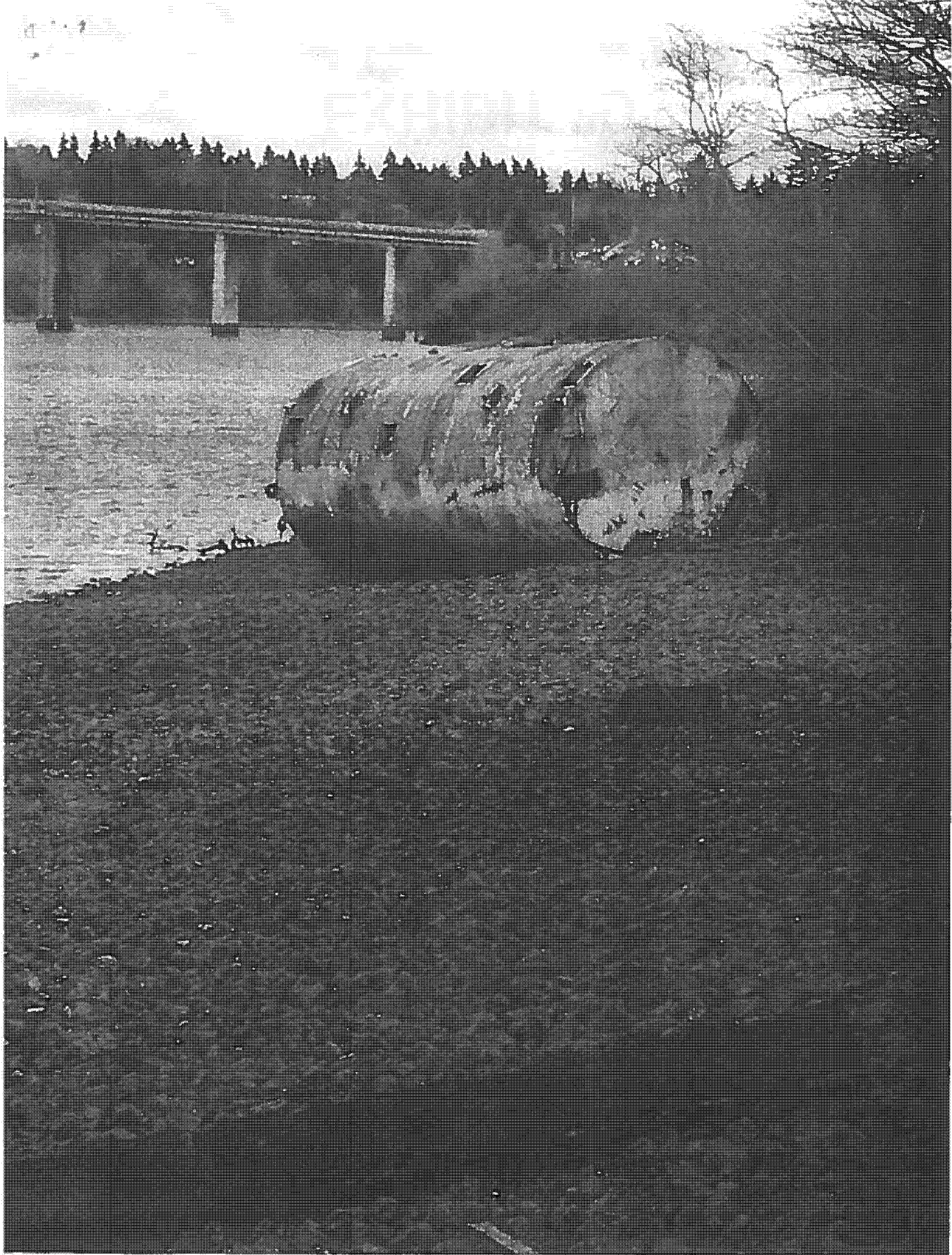


EXHIBIT "D"

Pruit, Terry (ATG)

From: Kyle Watson <KWatson@gdiving.com>
Sent: Tuesday, January 19, 2010 10:53 AM
To: Pruitt, Terry (ATG); FERRIS, MELISSA (DNR)
Cc: Aaron Harrington
Subject: Options For Tank Disposal

Terry,

Good morning. I work with Aaron Harrington and David DeVilbiss at Global Diving & Salvage. I'm familiar with the two tanks in Port Washington Narrows, as I managed the cleanup operation on the Ked, which was previously moored adjacent to the two tanks. There are two options for getting rid of the two tanks, which are outlined below. The more costly of the two approaches carries the least amount of risk, and, conversely, the least expensive option carries the greater risk. Global would like the State to make the determination on which approach best meets their needs from a cost and risk management standpoint.

Option 1: Global has established the availability of a small derrick crane (subcontracted to General Construction Company) to be towed by Island Tug & Barge to Port Washington Narrows. The derrick crane will moor (spud down) adjacent to the shoreline where the tanks are presently located. Global Diving will provide a crew to install heavy lift rigging to the tanks. The derrick crane will lift the tanks off of the inter-tidal area, one at a time, and will lash them to the deck of the derrick crane. After the tanks have been loaded onto the derrick and have been secured for transit, the barge will then be towed to Seattle Iron & Metal in the Duwamish industrial area, where they will be offloaded and cut up for scrap. The cost for this service is \$47,195.70 + applicable state and local taxes. Although more costly, this approach eliminates the risk of the tanks sinking while being towed (towing described in option 2).

Option 2: Global is available to mobilized a crew to Port Washington Narrows aboard the T/V Archie. Upon arrival, the Archie would be used to pull the tanks off of the intertidal area and into the water. After getting the tanks into the water, they would be temporarily anchored adjacent to the shoreline. A dive crew would be utilized to inspect the underside of the tanks to determine the seaworthiness of the tanks. Based on the findings of the dive survey, the tanks would either be suitable for tow, or not. If the tanks were suitable for towing (no visible breaches in the shell plating, no signs of water ingress, etc.) then the Archie would commence towing the tanks to Seattle Iron & Metal where they would be hauled out and cut up for scrap. If the tanks are not deemed to be seaworthy, then we would be forced to revert to Option 1 at the aforementioned price. The tanks make for a very challenging and iffy tow. Because they are cylindrical and do not have a bottom or top, it is unknown how the tanks will orient themselves once in the water. The added weight of the man-ways on the tanks may result in the tank spinning bodily so that the tanks end up floating with the man-way underwater, resulting in a potentially non-watertight arrangement. Our biggest fear is that the tanks come off of the shoreline and our dive assessment doesn't uncover any catastrophic damage, and that once under tow the orientation of the barge changes resulting in flooding and sinking. Unlike boats that are stranded on a shoreline, the tanks can't be pre-staged with emergency de-watering gear due to their cylindrical construction. The cost for this option, assuming that the tanks float and no crane is required, is \$13,978.00 + applicable state and local taxes.

It is our belief that the prudent choice for removing these tanks is option 1. As I said, although more costly, all risk of unanticipated sinking is eliminated, and the buoyancy of the tanks is never relied upon for successful completion of the project. I would be happy to discuss this project in greater detail should you have any questions. Thank you.

Best Regards,

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6 SUPERIOR COURT OF THE STATE OF WASHINGTON

7 COUNTY OF KITSAP

8 IN RE THE ESTATE OF

NO. 04-4-00770-3

9 WILLIAM J. SESKO,

ORDER RE: INSTRUCTIONS AND
AUTHORITY TO ACT

10
11 Decedent.

12 THIS MATTER having come on regularly for hearing by Pacific Guardianship Services
13 (PGS), the duly appointed and acting Successor Administrator of the Estate of William J.
14 Sesko upon the *Petition for Instructions and Authority to Act*; the Court having read said
15 Petition and having heard the testimony offered in support thereof, now therefore, It is Hereby

16 ORDERED, ADJUDGED and DECREED as follows:

17 1. PGS as Administrator is authorized to pay all necessary taxes, penalties and
18 interest on the real properties belonging to the Seskos (Estate of William Sesko and the
19 Guardianship of Natacha Sesko (Kitsap County cause No. 13-4-00234-4) and to bring all
20 taxes current through 2015;

21 2. PGS as Administrator is authorized and directed to list any property owned by the
22 Estate, "AS IS" with an experienced real estate broker, by negotiation consistent with the
23 procedure and notices contained in RCW 11.56.110, 11.92.115, and 11.92.120, and to furnish
24 title insurance and pay customary and necessary expenses of the sale from the sale proceeds;

25 3. PGS as Administrator is authorized to retain and pay the services of an
experienced real property appraiser (if necessary) and to disburse from Estate assets any sum
deemed reasonable and necessary for an appraisal of the real property;

NEIL & NEIL, P.S.
Attorneys at Law
5302 Pacific Avenue
Tacoma, WA 98408
(253) 475-8600
(253) 473-5746 FAX

1 4. PGS as Administrator is authorized to work with the Department of Natural
2 Resources, and to hire and pay experts to dispose of the large tanks located on State p
(Harbor Way) in the best possible way;

3
4 5. PGS as Administrator is authorized to pay car insurance and house insurance for
Natacha Sesko for one year;

5 6. PGS as Administrator is authorized to enter into any agreement to sell timber off
6 of the properties; and

7 7. PGS as Administrator is authorized to abandon any interest in the properties
8 located at Grays Harbor (Parcel #170832330010 and Parcel #180915330010.

9 DONE IN OPEN COURT this April 2015.

10
11 **JUDGE LEILA MILLS**

12 Presented by:

13
14 **CHRISTOPHER E. NEIL WSBA #26219**
Attorney for Pacific Guardianship Services

1
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6 SUPERIOR COURT OF THE STATE OF WASHINGTON
7 COUNTY OF KITSAP

8 IN RE THE ESTATE OF

NO. 04-4-00770-3

9 WILLIAM J. SESKO,

PETITION FOR INSTRUCTIONS
RE: ARSENAL WAY PROPERTY

10 Decedent.

11 **Summary: PGS (the Administrator) seeks authority to:**

- 12 1. Commence a Quiet Title Action with regard to the Arsenal Way property;
13 2. Commence an unlawful detainer/ejectment;
14 3. Disburse funds to clean up Arsenal Way (if required) by Kitsap Public Health; and
4. Sell the Estate's interest in the Arsenal Way property.

15 COMES NOW, Pacific Guardianship Services (the Administrator), the duly appointed and
16 acting Administrator of the Estate of William J. Sesko by and through the Law Office of Neil &
17 Neil, P.S., and petitions this court for an Order authorizing the Administrator to act. The
Administrator was not given non-intervention powers.¹

18 Ownership of Property/Quiet Title Action

19 The Estate of William J. Sesko and the Guardianship of Natacha Sesko (Kitsap County
20 cause No. 13-4-00234-4) each own an undivided one-half interest in the following parcels:

21 Parcel 1 (#222401-2-103-2003)
22 Parcel 2 (#222401-2-104-2002)
23 Parcel 3 (#222401-2-105-2001)

(Parcel 1, Parcel 2 and Parcel 3 hereinafter referred to collectively as "Arsenal
Way".²)

24 ¹ Per Order dated November 14, 2014.

25 ² Exhibit "A", legal descriptions of parcels.

² Exhibit "A", legal descriptions of parcels.

1 The Administrator obtained a title report from Fidelity National Title, Commitment
2 #611086496 and learned of defects on title for Arsenal Way. Fidelity National Title
3 indicated that Parcels 1 and 2 were never successfully transferred to William and
4 Natacha Sesko. Those parcels are still vested in the previous owner, Perl Maurer, as
his separate Estate.³ Mr. Maurer passed away January 3, 2000.⁴

5 The title report shows the following Deeds associated with this property:⁵

6 October 6, 1971: Real Estate Contract between Perl Maurer & Ida Maurer, and
C. Z. & L. Investors, Inc. for Parcel 1 and Parcel 2

7 November 19, 1980: Quit Claim Deed from C. Z. & L. Investors, Inc. to William
8 and Natacha Sesko for Parcel 1

9 In an effort to clear up the ownership of Parcel 1 and Parcel 2, PGS contacted
10 Darlene Pendley, the daughter of Perl Maurer. Darlene is 84 years old and her brother
11 Gary is 67 years old. Darlene reports that she does not have any of her father's
12 documents regarding his ownership of Arsenal Way, and her father was guarded about
13 his business affairs. She is aware the Seskos⁶ did purchase the property and started
14 running the dance hall business located on the property. However, she knows nothing
15 about the terms of any purchase or pay-off in the interest in the property owned by the
Seskos. There is an article found on the Internet regarding Perl's Dance Hall,⁷ which
confirmed Seskos bought this property and operated the dance hall business.

16 In addition to the confusion over the transfer of the Maurers' interest in Arsenal
17 Way to the Seskos, the Maurers entered into a Real Estate Contract with a corporation
18 named C. Z. & L. Investors, Inc.. The officers of C. Z. & L. Investors, Inc. in 1974
were:

19 President William J. Sesko
Vice-President: Alexander J. Sesko
20 Secretary: Natacha H. Sesko; and
Treasurer: William J. Sesko.

21 Later, C. Z. & L. Investors, Inc., in consideration of the dissolution, the

22 ³ Ida Mae Maurer predeceased her husband Pearl Maurer on April 3, 1997, see Exhibit "C".

23 ⁴ Exhibit "B" copy of Perl Maurer death certificate.

24 ⁵ Deeds attached as Exhibit "C".

25 ⁶ William and Natacha Sesko.

⁷ Exhibit "D" Article from the Internet.

1 corporation, deeded the parcels to Seskos (not back to Maurers), but there is no
2 fulfillment deed for the Real Estate Contract with C. Z. & L. Investors, Inc.. According
3 to the *limited records* obtained from the State of Washington, C. Z. & L. Investors, Inc.
4 ceased existence on July 1, 1979.⁸

5 In order to correct all of these irregularities, Fidelity Title has indicated that a
6 deed could be signed by Mr. Maurer's children and the stockholders of C. Z. & L.
7 Investors, Inc. if the corporation dissolution papers could be found. However,
8 obtaining corporation dissolution documents (which were not found in the possession
9 of the State when the Administrator searched), is probably impossible. It has been
10 more than 30 years since this corporation existed. It seems the most cost effective
11 way to clear title would be to commence a Quiet Title Action and provide notice to all
12 interested parties. The Administrator seeks authority to hire and pay an attorney to
13 commence and complete a Quiet Title Action to clear title on the Arsenal Way
14 property.

15 Tenants/Unlawful Detainer

16 The Arsenal Way property has other issues. The property contains:

- 17 • a dilapidated 90x90 foot one story building,
- 18 • abandoned vehicles,
- 19 • piles of trash & recyclables,
- 20 • an uninhabitable house,
- 21 • no running water,
- 22 • an unpaid storm water fee balance (since April 2010) owing to the City of
23 Bremerton in the amount of \$30,000.00,
- 24 • "Kilo" the pit-bull breed guard dog that has been labeled vicious, and
- 25 • delinquent taxes (the Administrator seeks authority to pay those taxes by
separate petition).

26 PGS contacted its insurance agent to obtain liability insurance on the Arsenal Way
27 property but was unable to find coverage due to, "Kilo" the dog, the dilapidated building and
28 other issues. In addition, there is a RV motorhome on this property where Alan Nowlin and his
29 wife Rachel reside. The electricity to the property has been turned off. Action should be
30 initiated to have Alan, Rachel and Kilo leave the property immediately. Therefore PGS is
31 seeking authority to hire and pay an attorney to commence an action to have Alan, Rachel and

32 ⁸ C.Z. & L. Investors, Inc. records from the State of Washington attached as Exhibit "E".

1 Kilo removed from Arsenal Way if they do not agree to leave.

2 Kitsap Public Health District/Code Violations

3 The Administrator seeks authority (below) to sell the Estate's interest in Arsenal Way "AS
4 IS".⁹ Whoever buys Arsenal Way will need to work with the Kitsap Public Health District to
5 clear code violations on the property.

6 The Administrator has been contacted by the Kitsap Public Health District several times
7 about code violations (e.g. debris) that exist on the Arsenal Way property.¹⁰ To date, the Kitsap
8 Public Health District has requested but has not ordered remediation of these violations. Since
9 the Administrator seeks to sell Arsenal Way "AS IS". The Kitsap Public Health District is aware
10 of the Administrator's plan to sell the property, and supports the sale and cleanup of the
11 property. Notwithstanding the Administrator desires to leave the property "AS IS" and have the
12 new buyer address code violations, it may become necessary (depending upon how long it
13 takes to sell the property) to address the concerns of the Kitsap Public Health District, before
14 the property sells.

15 Therefore, the Administrator seeks authority to disburse from Estate assets funds to pay
16 licensed contractors and other vendors to resolve code violations that may be ordered by the
17 Kitsap Public Health District. The Guardianship Estate would be responsible for one-half of
18 those costs. The Estate of William Sesko would pay the Guardianship's share with said
19 amount to be paid back by the Guardianship when funds become available. A judgment would
20 be entered in favor of the Estate of William Sesko against the Guardianship of Natacha Sesko,
21 for one-half of the amount paid by the Estate to resolve code violations.

22 Sell "Arsenal Way" Property

23 After clear title has been established (mentioned above), the Administrator requests
24 authority to sell Arsenal Way "AS IS" by negotiation with regard to the procedure and notices
25 consistent with RCW 11.56.110, 11.92.115, and 11.92.120, and to furnish title insurance and
pay customary and necessary expenses of the sale from the sale proceeds. The Administrator
requests authority to list Arsenal Way with an experienced real estate broker, so that the
property could be placed into the multiple listing.

⁹ (The Guardianship of Natasha Sesko KC No: 13-4-00234-4 has already received this authority on behalf
of the Guardianship's interest).

1 Additionally in order to sell the real property it may become necessary to retain the
2 services of an experienced property appraiser to obtain a valuation of the real property. The
3 Administrator should be authorized to retain the services of such an appraiser (if it is
4 necessary) and to disburse from the Estate assets that sum deemed reasonable and
5 necessary for said service.

6 WHEREFORE, PGS (the Administrator) prays as follows:

7 1. For an order authorizing PGS as Administrator to hire and pay legal counsel to
8 commence a Quiet Title Action regarding parcels #222401-2-103-2003 and #222401-2-104-
9 2002 as described hereinabove;

10 2. For an order authorizing PGS as Administrator to hire and pay legal counsel to
11 proceed with an action to remove individuals residing on the Arsenal Way property;

12 3. For an order that authorizes and directs PGS as Administrator to list the property
13 owned by the Estate located known as Arsenal Way,¹¹ "AS IS" with an experienced real estate
14 broker, for sale by negotiation consistent with the procedure and notices contained in RCW
15 11.56.110, 11.92.115, and 11.92.120, and to furnish title insurance and pay customary and
16 necessary expenses of the sale from the sale proceeds;

17 4. For an order authorizing PGS as Administrator to retain the services of an
18 experienced real property appraiser (if necessary) and to disburse from Estate assets any sum
19 deemed reasonable and necessary for an appraisal of the real property;

20 5. For an order authorizing PGS as Administrator to negotiate with Kitsap Public
21 Health District to resolve to resolve code violations at Arsnel Way and remediate ordered code
22 violations, as necessary;

23 6. For such other and further relief as the Court may deem just and proper.

24 DATED this 27th day of March 2015.

25 
CHRISTOPHER E. NEIL WSBA# 26219
Attorney for Pacific Guardianship Services,
Administrator of the Estate

¹⁰ Exhibit "F" is the Notice and Order to Correct Violation.

¹¹ Parcel #222401-2-103-2003, #222401-2-104-2002, and #222401-2-105-2001.

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VERIFICATION

CHRISTOPHER E. NEIL, Director of Pacific Guardianship Services, declares under the penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Signed at Tacoma, Washington on the 27th day of March 2015.



PACIFIC GUARDIANSHIP SERVICE
Washington State Certified
Professional Guardian #PG005146
by CHRISTOPHER E. NEIL, Director

EXHIBIT "A"

Parcel 1 (#222401-2-103-2003):

The East 1 acre of the following described parcel in Section 22, Township 24 North, Range 1 East, W.M., in Kitsap County, Washington:

Beginning 132 feet South and 115 feet West of the Northeast corner of the Southeast quarter of the Northeast quarter of the Northwest quarter; thence West 478.63 feet to a point 65 feet East of the West line of the Southeast quarter of the Northeast quarter of the Northwest quarter; thence along a line parallel with and 65 feet East of said West boundary line South $00^{\circ} 51' 52''$ West 426.38 feet to the North boundary line of County Road; thence along said North boundary line North $75^{\circ} 45' 55''$ East 495.89 feet to the intersection with a line 115 feet West of the North-South centerline of said Section 22; thence North $0^{\circ} 49' 53''$ East 302.5 feet to the point of beginning:

Parcel 2 (#222401-2-104-2002):

The East 2 acres of the West 3 acres of the following described parcel in Section 22, Township 24 North, Range 1 East, W.M., in Kitsap County, Washington:

Beginning 132 feet South and 115 feet West of the Northeast corner of the Southeast quarter of the Northeast quarter of the Northwest quarter; thence West 478.63 feet to a point 65 feet East of the West line of the Southeast quarter of the Northeast quarter of the Northwest quarter; thence along a line parallel with and 65 feet East of said West boundary line South $00^{\circ} 51' 52''$ West 426.38 feet to the North boundary line of County Road; thence along said North boundary line North $75^{\circ} 45' 55''$ East 495.89 feet to the intersection with a line 115 feet West of the North-South centerline of said Section 22; thence North $0^{\circ} 49' 53''$ East 302.5 feet to the point of beginning:

Parcel 3 (#222401-2-105-2001):

Lot B of Short Plat No. 319, as recorded under Recording No. 1111100, being a portion of the Northeast quarter of the Northwest quarter, Section 22, Township 24 North, Range 1 East, W.M., in Kitsap County, Washington.

EXHIBIT "B"

STATE OF WASHINGTON DEPARTMENT OF HEALTH



CERTIFICATE OF DEATH

000002

1460 02628
STATE FILE NUMBER

COPIES
ONLY

1. DISTRICT

2. COPIES

3. HOSPITAL

4. OCCUPATION

5. RESIDENCE

6. TRACT

7. OCCUPATION

8.

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21. ACC LOC

22. QUINCE

23.

24.

TYPE OR PRINT IN PERMANENT BLACK INK

1. NAME First: Perl Middle: E. Last: MAURER				2. SEX (M / F) Male		3. DEATH DATE (Mo, Day, Yr) January 3, 2000	
4. AGE LAST BIRTH DAY (Yrs) 93		5. UNDER 1 YEAR AGE DATE Dec. 2, 1906		6. BIRTH DATE (Mo, Day, Yr) Dec. 2, 1906		7. BIRTH PLACE (City, State or Foreign Country) Hiawatha, Kansas	
8. WAS DECEDENT EVER IN U.S. ARMED FORCES? (Yes / No) No		9. COUNTY OF DEATH Kitsap		10. COUNTY OF DEATH Kitsap		11. SMOKING IN LAST 15 YEARS? (Yes / No) No	
12. CITY, TOWN OR LOCATION OF DEATH Bremerton				13. PLACE OF DEATH—SEE BOX FOR PLACE THEN GIVE ADDRESS OR INSTITUTION NAME Harrison Memorial Hospital			
14. MARITAL STATUS—Married, Never Married, Widowed, Divorced (Specify) Widowed		15. SURVIVING SPOUSE (If wife, give maiden name) Lillie Robinson		16. SOCIAL SECURITY NO 2268		17. DECEDENT'S EDUCATION (Specify only highest grade completed) 12	
18. USUAL OCCUPATION (Give kind of work done during most of working life. DO NOT USE RETIRED) Musician		19. KIND OF BUSINESS OR INDUSTRY Music		20. WAS DECEDENT OF HISPANIC ORIGIN OR DESCENT? (Specify Yes or No. If Yes, Specify Cuban, Mexican, Puerto Rican, etc.) No		21. RACE (Specify) White	
22. RESIDENCE—NUMBER AND STREET NE 16251 Northshore Rd		23. CITY/TOWN OR LOCATION Tahuya		24. INSIDE CITY LIMITS? (Yes / No) No		25. COUNTY Mason	
26. LENGTH OF RES. IN CO. 28 Yrs		27. STATE WA		28. ZIP CODE 98588-9614		29. FATHER'S NAME—FIRST, MIDDLE, MAIDEN SURNAME Park Maurer	
30. MOTHER'S NAME—FIRST, MIDDLE, MAIDEN SURNAME Lillie Robinson		31. MAILING ADDRESS—STREET OR RFD NO., CITY OR TOWN, STATE, ZIP 9900 Ogle Road N.E. Bremerton, WA 98311		32. BURIAL CREMATION REMOVAL OTHER (Specify) Burial		33. DATE (Mo, Day, Yr) Jan. 7, 2000	
34. CEMETERY/CREMATORY—NAME Forest Lawn Cemetery		35. LOCATION—CITY/TOWN, STATE Bremerton, Kitsap Co., WA		36. FUNERAL DIRECTOR SIGNATURE <i>[Signature]</i>		37. NAME OF FACILITY Lewis Funeral Chapel	
38. ADDRESS OF FACILITY 5303 Kitsap Way Bremerton, WA 98312		39. TO BE COMPLETED ONLY BY CERTIFYING PHYSICIAN TO THE BEST OF MY KNOWLEDGE DEATH OCCURRED AT THE TIME, DATE AND PLACE AND WAS DUE TO THE CAUSE(S) STATED SIGNATURE AND TITLE <i>[Signature]</i> Heidi Hutchinson, M.D.		40. ON THE BASIS OF EXAMINATION AND/OR INVESTIGATION, IN MY OPINION DEATH OCCURRED AT THE TIME, DATE AND PLACE AND WAS DUE TO THE CAUSE(S) STATED SIGNATURE AND TITLE <i>[Signature]</i> Heidi Hutchinson, M.D.		41. DATE SIGNED (Mo., Day, Yr.) 1/3/00	
42. HOUR OF DEATH (24 Hrs) 1115		43. DATE SIGNED (Mo., Day, Yr.) 1/3/00		44. HOUR OF DEATH (24 Hrs) 1115		45. HOUR OF DEATH (24 Hrs) 1115	
46. NAME AND TITLE OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or Print) Heidi Hutchinson, M.D.		47. PROHOUNCED DEAD (Mo., Day, Yr.) 1/3/00		48. HOUR PROHOUNCED DEAD (24 Hrs) 1115		49. MEDICARE FILE NUMBER 01001300N	
50. ENTER THE DISEASES, INJURIES, OR COMPLICATIONS WHICH CAUSED THE DEATH IMMEDIATE CAUSE (Final disease or condition resulting in death) Aspiration Pneumonia DUE TO OR AS A CONSEQUENCE OF Stroke DUE TO OR AS A CONSEQUENCE OF Atrial fibrillation DUE TO OR AS A CONSEQUENCE OF Coronary heart failure							
51. OTHER SIGNIFICANT CONDITIONS—CONDITIONS CONTRIBUTING TO DEATH BUT NOT RESULTING IN THE UNDERLYING CAUSE GIVEN ABOVE Coronary heart failure		52. AUTOPSY (Yes / No) No		53. WAS CASE REFERRED TO MEDICAL EXAMINER OR CORONER? (Yes / No) Yes		54. ACC. SUCCEDED NOW, UNDETERMINED OR PENDING INVEST. (Specify) Undetermined	
55. INJURY DATE (Mo, Day, Yr) 1/3/00		56. HOUR OF INJURY (24 Hrs) 1115		57. DESCRIBE HOW INJURY OCCURRED: Aspiration		58. INJURY AT WORK? (Yes / No) No	
59. PLACE OF INJURY—AT HOME, FARM, STREET, FACTORY, OFFICE, BLDG, ETC. (Specify) Home		60. LOCATION—STREET OR RFD NO., CITY/TOWN, STATE 9900 Ogle Road N.E. Bremerton, WA 98311		61. RECORD AMENDMENT (Reason or use only) ITEM: REVIEWED BY REVIEWED BY: Willie A. Fisher, M.D.M.P.H.		62. DATE RECEIVED (Mo., Day, Yr.) JAN 04 2000	

FOR INSTRUCTIONS SEE BACK AND HANDBOOK

DOH 110-028 (Rev. 1/91) (Formerly OS-4 5-130)

A

DOH 01-001 (6/14)

DNR-00049622



Affidavit for Correction

This is a legal document. Complete in ink and do not alter.

Mail to: Center for Health Statistics
P.O. Box 47814
Olympia, WA 98504-7814
360-236-4300
www.doh.wa.gov

STATE OFFICE USE ONLY

State File Number	Fee Number	Initials	Date	Affidavit Number
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Use the section below for requesting any changes on the record

Record Type: <input type="checkbox"/> Birth	<input type="checkbox"/> Death	<input type="checkbox"/> Marriage	<input type="checkbox"/> Dissolution
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1. Name on record:	2. Date of Event:	3. Place of Event:
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4. Father/Parent Full Birth Name	5. Mother/Parent Full Birth Name
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The record is incorrect or incomplete as follows:

The record now shows:

The true fact is:

6.	7.
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8.	9.
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10.	11.
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12.	13.
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14. I represent the person as: <input type="checkbox"/> Self <input type="checkbox"/> Parent <input type="checkbox"/> Guardian <input type="checkbox"/> Informant <input type="checkbox"/> Funeral Director <input type="checkbox"/> Other (Specify)	Telephone Number:
--	-------------------

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

15. Signature:	16. Date:	17. Address:
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(Printed Name)

All vital records are registered as received. Most changes must be established by documentary proof submitted with the affidavit.

We do not accept a driver's license, Social Security card or hospital issued decorative birth certificate as documentary proof.

Examples of acceptable documentary proof:	Birth Record	Full Numident Report (Social Security Administration)	School Transcripts (Official)
	Certificate of Naturalization	Marriage/Divorce Record	Alien Registration (front and back)
	Military Record (DD-214)	Life Insurance Policy	Hospital/Medical Record
	Passport		

Birth Certificates

- Only a parent, legal guardian (if the child is under 18), or the named individual (if 18 or older) may change the birth certificate.
 - The proof(s) must match exactly the asserted true fact(s). For example, if the affidavit says the name is Mary Ann Doe, then the proof must show the name to be Mary Ann Doe. Mary A. Doe or M. A. Doe does not prove the name is Mary Ann Doe.
 - Child under 18
 - Guardian must submit certified court order giving them authority to act on behalf of child(ren).
 - Up to age one, the last name of the child can be changed once, to the mother/parent full birth name, father/parent full birth name (if present on the certificate) or any combination of the two. After age one a court ordered legal name change is required.
 - Parent(s) may change the child's first or middle name by completing this affidavit of correction. No proof is needed.
 - To correct parent's information, one documentary proof is required. Proof must be five (or more) years old or have been established within five years of birth.
 - To correct the sex of the child, submit one proof from a medical provider.
 - Adult (18 years or older)
 - Only the adult themselves can change the birth certificate.
 - If the first or middle name is absent, three pieces of documentary proof are required.
 - If the first, middle and/or last name is misspelled, or date of birth is incorrect, two pieces of documentary proof are required.
 - To correct parent's birth date, place of birth, or name, one documentary proof is required.
 - Proof must be five (or more) years old or have been established within five years of birth.
- This affidavit cannot be used to add a father to a birth certificate. (Use the paternity acknowledgment form DOH 422-032)

Death Certificates

- Only the informant, the funeral director, or executors/administrators (if evidence confirming such position is presented) may change the non-medical information. Proof is required to make changes if requested by a family member not listed as the informant on the certificate (family members are spouse or registered domestic partner, parent, sibling or adult child or stepchild). Marital status requires a certified copy of a court order if someone other than the informant is requesting the change.
- The medical information (cause of death) may be changed only by the certifying physician or the coroner/medical examiner.

Marriage/Dissolution (Divorce) Certificates

- Personal facts (minor spelling changes in name, date or place of birth or residence) may be changed by affidavit (with proof) by the person.
- To change the date or place of marriage or dissolution, the officiant (marriage) or clerk of court (dissolution) must sign the affidavit.

DOH 422-034 June 2014

BB00153776

DNR-00049623

EXHIBIT "C"

National
Title Insurance Company

WASHINGTON TITLE DIVISION

REAL ESTATE CONTRACT

NO 57004
KITSAP COUNTY
TRANSACTION EXCISE TAX

THIS CONTRACT, made and entered into this 6 day of OCTOBER, 1972,

between PERL MAURER and IDA MAE MAURER, his wife,

hereinafter called the "seller," and C, I & L INVESTORS, INC., a Washington corporation,

hereinafter called the "purchaser,"

WITNESSETH: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the following described real estate, with the appurtenances, in Kitsap County, State of Washington:

That portion of the Northeast quarter of the Northwest quarter of Section 22, Township 24 North, Range 1 East, W.M., in Kitsap County, Washington, described as follows: Beginning 132 feet South and 115 feet West of the Northeast corner of the Southeast quarter of the Northeast quarter of the Northwest quarter of said Section 22; thence West 478.63 feet to a point 65 feet East of the West boundary line of said Southeast quarter of the

Northeast quarter of the Northwest quarter; thence along a line parallel with and 65 feet East of said West boundary line 0°51'52" West 426.38 feet to North marginal line of County road; thence Along said North marginal line North 75°45'55" East 495.89 feet to an intersection with a line 115 feet West of the North and South center line of said section; thence North 0°49'53" East 302.50 feet to place of beginning; EXCEPT the West 106.51 feet thereof.

Situate in Kitsap County, Washington.

The balance of \$79,500.00 shall be paid as follows: Beginning on the 6th day of October, 1972, and on the same day of each and every year thereafter the purchaser shall pay an annual payment of \$10,000.00 or more per year, including interest at the rate of six percent (6%) per annum on the annual reducing principal balance until said Contract is paid in full.

Allocation of purchase price is as follows:

Personal property sold and described herein	\$ 4,500.00
Real estate sold and described herein	100,000.00
	\$104,500.00

All payments to be made hereunder shall be made at PACIFIC NATIONAL BANK OF WASHINGTON, Bremerton Branch or at such other place as the seller may direct in writing. An event to in this contract, "date of closing" shall be OCT 6, 1972

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as between grantor and grantee hereafter become a lien on said real estate, and if by the terms of this contract the purchaser has assumed payment of any mortgage, contract or other encumbrance, or has assumed payment of or agreed to purchase subject to, any taxes or assessments now a lien on said real estate, the purchaser agrees to pay the same before delinquency.

(2) The purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate insured to the actual cash value thereof against loss or damage by both fire and windstorm in a company acceptable to the seller and for the seller's benefit, as his interest may appear, and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller.

(3) The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor his assigns shall be held to any covenant respecting the condition of any improvements thereon nor shall the purchaser or seller or the assigns of either be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement relied on is contained herein or in any writing and attached to and made a part of this contract.

(4) The purchaser assumes all hazards of damage to or destruction of any improvements now on said real estate or hereafter placed thereon, and of the taking of said real estate or any part thereof for public use; and agrees that no such damage, destruction or taking shall constitute a failure of consideration. In case any part of said real estate is taken for public use, the portion of the condemnation award remaining after payment of reasonable expenses of procuring the same shall be paid to the seller and applied to payment on the purchase price herein unless the seller elects to allow the purchaser to apply all or a portion of such condemnation award to the rebuilding or restoration of any improvements damaged by such taking. In case of damage or destruction from a peril insured against, the proceeds of such insurance remaining after payment of the reasonable expense of procuring the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable time, unless purchaser elects that said proceeds shall be paid to the seller for application on the purchase price herein.

(5) The seller has delivered, or agrees to deliver within 15 days of the date of closing, a purchaser's policy of title insurance in standard form, or a commitment therefor, issued by Pacific National Title Insurance Company, insuring the purchaser in the full amount of said purchase price against loss or damage by reason of defect in seller's title to said real estate as of the date of closing and containing no exceptions other than the following:

- Printed general exceptions appearing in said policy form;
- Lien or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the conveyance hereunder is to be made subject, and;
- Any existing contract or contracts under which seller is purchasing said real estate, and any mortgage or other obligation, which under by this contract agrees to pay, none of which for the purpose of this paragraph (5) shall be deemed defects in seller's title.

1007963

Ref 72034104

10-12-72

Pioneer National
Title Insurance Company

WASHINGTON TITLE DIVISION

REAL ESTATE CONTRACT

NO. 87004
SPRING COUNTY
TRANSACTION EXCISE TAX

THIS CONTRACT, made and entered into this 6 day of OCTOBER

1972, OCT 12 1971

between PERL MAURER and IDA MAE MAURER, his wife,

ANNUAL 1000.00
COUNTY TREASURER
M. F. L. L.

hereinafter called the "seller," and C, E & L INVESTORS, INC., a Washington corporation,

Included in this sale is the attached list of personal property located upon the premises hereinabove described.

The terms and conditions of this contract are as follows: The purchase price is ----- ONE HUNDRED FOUR THOUSAND FIVE HUNDRED and no/100 ----- (\$104,500.00) Dollars, of which TWENTY-FIVE THOUSAND and no/100 ----- (\$25,000.00) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

The balance of \$79,500.00 shall be paid as follows: Beginning on the 6th day of October, 1972, and on the same day of each and every year thereafter the purchaser shall pay an annual payment of \$10,000.00 or more per year, including interest at the rate of six percent (6%) per annum on the annual reducing principal balance until said Contract is paid in full.

Allocation of purchase price is as follows:

Personal property sold and described herein -----	\$ 4,500.00
Real estate sold and described herein -----	100,000.00
	<u>\$104,500.00</u>

All payments to be made hereunder shall be made at PACIFIC NATIONAL BANK OF WASHINGTON, Bremerton Branch or at such other place as the seller may direct in writing. As referred to in this contract, "date of closing" shall be OCT 6, 1971

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may at between grantor and grantee hereafter become a lien on said real estate; and if by the terms of this contract the purchaser has assumed payment of any mortgage, contract or other encumbrance, or has assumed payment of or agreed to purchase subject to, any taxes or assessments now a lien on said real estate, the purchaser agrees to pay the same before delinquency.

(2) The purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate insured to the actual cash value thereof against loss or damage by both fire and windstorm in a company acceptable to the seller and for the seller's benefit, as his interest may appear, and to pay all premiums therefor and to deliver all policies and receipts thereof to the seller.

(3) The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor his assigns shall be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement referred to is contained herein or is in writing and attached to and made a part of this contract.

(4) The purchaser assumes all hazards of damage to or destruction of any improvements now on said real estate or hereafter placed thereon, and of the taking of said real estate or any part thereof for public use, and agrees that no such damage, destruction or taking shall constitute a failure of consideration. In case any part of said real estate is taken for public use, the portion of the condemnation award remaining after payment of reasonable expenses of procuring the same shall be paid to the seller and applied as payment on the purchase price herein unless the seller elects to allow the purchaser to apply all or a portion of such condemnation award to the rebuilding or restoration of any improvements damaged by such taking. In case of damage or destruction from a peril insured against, the proceeds of such insurance remaining after payment of the reasonable expense of procuring the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable time, unless purchaser elects that said proceeds shall be paid to the seller for application on the purchase price herein.

(5) The seller has delivered, or agrees to deliver within 15 days of the date of closing, a purchaser's policy of title insurance in standard form, or a commitment therefor, issued by Pioneer National Title Insurance Company, insuring the purchaser to the full amount of said purchase price against loss or damage by reason of defect in seller's title to said real estate as of the date of closing and containing no exceptions other than the following:

- Printed general exceptions appearing in said policy form;
- Lien or encumbrances which by the terms of this contract the purchaser is so aware, or as to which the conveyance hereunder is to be made subject; and
- Any existing contract or contracts under which seller is purchasing said real estate, and any mortgage or other obligation, which seller by this contract agrees to pay, none of which for the purpose of this paragraph (5) shall be deemed defects in seller's title.

RECORDED
PIOT
200RE

10-12-71

(6) If seller's title to said real estate is subject to an existing contract or contracts under which seller is purchasing said real estate, or any mortgage or other obligation, which seller is to pay, seller agrees to make such payments in accordance with the terms thereof, and upon default, the purchaser shall have the right to make any payments necessary to remove the default, and any payments so made shall be applied to the payments next falling due the seller under this contract.

(7) The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to purchaser a statutory warranty fulfillment deed to said real estate, exempting any part thereof hereafter taken for public use, free of encumbrances except any that may attach after date of closing through any person other than the seller, and subject to the following:

(8) Unless a different date is provided for herein, the purchaser shall be entitled to possession of said real estate on date of closing and to retain possession so long as purchaser is not in default hereunder. The purchaser covenants to keep the buildings and other improvements on said real estate in good repair and not to use, or permit the use of, the real estate for any illegal purpose. The purchaser covenants to pay all service, installation or construction charges for water, sewer, electricity, garbage or other utility services furnished to said real estate after the date purchaser is entitled to possession.

(9) In case the purchaser fails to make any payment herein provided or to maintain insurance, as herein required, the seller may make such payment or effect such insurance, and any amounts so paid by the seller, together with interest at the rate of 10% per annum thereon from date of payment until repaid, shall be repayable by purchaser on seller's demand, all without prejudice to any other right the seller might have by reason of such default.

(10) Time is of the essence of this contract, and it is agreed that in case the purchaser shall fail to comply with or perform any condition or agreement hereof or to make any payment required hereunder promptly at the time and in the manner herein required, the seller may elect to declare all the purchaser's rights hereunder terminated, and upon his doing so, all payments made by the purchaser hereunder and all improvements placed upon the real estate shall be forfeited to the seller as liquidated damages, and the seller shall have right to re-enter and take possession of the real estate; and so waive by the seller of any default on the part of the purchaser shall be construed as a waiver of any subsequent default.

Service upon purchaser of all demands, notices or other papers with respect to forfeiture and termination of purchaser's rights may be made by United States Mail, postage pre-paid, return receipt requested, directed to the purchaser at his address last known to the seller.

(11) Upon seller's election to bring suit to enforce any covenant of this contract, including suit to collect any payment required hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, which sums shall be included in any judgment or decree entered in such suit.

If the seller shall bring suit to procure an adjudication of the termination of the purchaser's rights hereunder, and judgment is so entered, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, and also the reasonable cost of searching records to determine the condition of title at the date such suit is commenced, which sums shall be included in any judgment or decree entered in such suit.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above.

Perl Maurer (SEAL)
Ida Mae Maurer (SEAL)
WILLIAMS INVESTORS, INC. (SEAL)
William J. Williams, Pres. (SEAL)
Richard D. Conkle (SEAL)
Sory Sampson

STATE OF WASHINGTON,

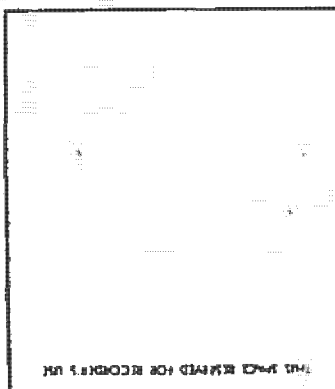
County of KITSAP

On this day personally appeared before me PERL MAURER and IDA MAE MAURER, his wife,
to me known to be the individual 5 described in and who executed the within and foregoing instrument, and acknowledged that
they signed the same as their free and voluntary act and deed, for the uses and purposes
herein mentioned.

GIVEN under my hand and official seal this 7 day of October, 1971.

June P. Anderson
Notary Public in and for the State of Washington.

Residing at Bremerton.



TO
CARTERS REPLY, INC.
ATTN - 410 N. 1ST
P.O. BOX 8
BREMERTON, WA 98310

Procter National Title Insurance Company
WASHINGTON TITLE DIVISION
Filed for Record at Request of
PNTI

10-12-71

INVENTORY OF PERSONAL PROPERTY

PERL'S DANCE PAVILION

1	Cash register
1	Pop Corn Machine
	Full Tank of Oil
128	Coffee Cups
50	Plates
	Napkin Holders
	Sugar Dispensers
	Cream Pitchers
	2-wheel pop cart
	Ash Trays
1	Balloon Blower
	Brooms
	Mops and Buckets
	Dust Brooms
1	Refrigerator
	Limbo stands
	Drum Stand
	"Go-Go" Stand
2	Davenports and Fire
	Place Screen
2	Electric Fans in corners
1	Hoover Vacuum Cleaner
100	Tables
1	Electric Grill
1	Deep Fry
1	Hot Plate
3	Fire Extinguishers
1	Electric Clock
445	Chairs
3	Ladders (12', 10', 6')
	Entrance Rugs
2	Electric Pop Cases
	Amplifier bogen with
	record player
3	Speakers
2	Small speakers
2	Mikes and stands
1	Piano "Grand"
1	Black light
	Stand for Black Light Entrance
3	Chair Carts
5	Rugs on Wall

Filed for Record *Oct 12 1971 2:15 PM*
 Recd. of PIONEER NAT'L TITLE INS. CO.
 H. J. FODORE WRIGHT, Missad County Auditor *JP*

10-12-71

LARKIN REALTY, INC.

is to be made subject; and
 4. Any existing contract or contracts under which seller is purchasing said real estate, and any mortgage or other obligation, which
 seller by this contract agrees to pay, none of which for the purpose of this paragraph (5) shall be deemed defects in seller's title.

Agreement as to Status of Community Property

After Death of One of the Spouses

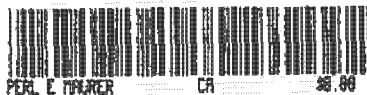
Know All Men by These Presents:

That this agreement, made and entered into this 25th day of August, 1965,
by and between Perl E. Maurer
and Ida Mae Maurer, husband and wife,
residing in Kitsap County, State of Washington.

WITNESSETH, That whereas the said parties hereto are owners of certain community property, and are desirous that said property, together with all other community property, either real or personal, that may hereafter be acquired, shall pass, without delay or expense, upon the death of either, to the survivor.

NOW, THEREFORE, for and in consideration of the sum of One (\$1.00) Dollar, the receipt of which is hereby acknowledged by each party hereto, and, also, in consideration of the love and affection that each of said parties bears for the other, it is hereby agreed that in the event of the death of said Perl Maurer while said Ida Mae Maurer survives then the whole of said community property now owned together with all other community property, real or personal, that may hereafter be acquired, shall at once vest in said Ida Mae Maurer in fee simple; and in the event of the death of said Ida Mae Maurer while the said Perl E. Maurer survives then the whole of said community property now owned together with all other community property, real and personal, that may hereafter be acquired, shall at once vest in said Perl E. Maurer in fee simple.

IN WITNESS WHEREOF, the said Perl E. Maurer
and Ida Mae Maurer have hereunto set their hands
and seals the day and date first above written.



3012452
Page 1 of 1
84/15/97 11:29A
Kitsap Co. WA

Perl E. Maurer (SEAL)
Ida Mae Maurer (SEAL)

STATE OF WASHINGTON,

County of Kitsap

SS.

This is to certify that on this 25 day of August, 1965, before me

D. I. McMahon a Notary Public in and for the State of Washington

duly commissioned and sworn, personally came Perl E. Maurer

and Ida Mae Maurer husband and wife, to me known to be the individuals described in and who executed the within instrument, and acknowledged to me that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year to this certificate first above written.

Notary Public in and for the State of Washington residing at Bremerton

STATE OF WASHINGTON
DEPARTMENT OF HEALTH

OFFICE
USE
ONLY

TYPE OR PRINT IN PERMANENT BLACK INK
000405
LOCAL FILE NUMBER

Health
CERTIFICATE OF DEATH

146

STATE FILE NUMBER

3012453
Page: 1 of 2
04/15/97 11:30
Kitsap Co., WA

1 NAME First: IDA Middle: MAE Last: MAURER		2 SEX (M / F) Female	3 DEATH DATE (Mo Day Yr) April 3, 1997
4 AGE LAST BIRTH DAY (Yr) 87	5 UNDER 1 YEAR 1	6 UNDER 1 DAY 1	7 BIRTH DATE (Mo Day Yr) Nov. 24, 1909
8 BIRTH PLACE (City, State or Foreign Country) Kingfisher, OK		9 WAS DECEDENT EVER IN U.S. ARMED FORCES? (Yes / No) No	10 COUNTY OF DEATH Kitsap
11 CITY, TOWN OR LOCATION OF DEATH Bremerton		12 PLACE OF DEATH—SEE BOX FOR PLACE, THEN GIVE ADDRESS OR INSTITUTION NAME Harrison Memorial Hospital	
13 SIGNATURE IN LAST 15 YEARS? (Yes / No) Yes		14 MARITAL STATUS—Married, Never Married, Widowed, Divorced (Specify) Married	
15 SURVIVING SPOUSE (If over, give Marital Name) Paul E. Maurer		16 SOCIAL SECURITY NO. 1401	17 DECEDENT'S EDUCATION (Specify only highest grade completed) 12
18 USUAL OCCUPATION (Give kind of work done during most of working life. DO NOT USE RETIRED) Housewife		19 KIND OF BUSINESS OR INDUSTRY None	20 DATE OF DEATH (Specify if at home, if Yes, specify Cause, Name of Place, etc.) No
21 RESIDENCE—NUMBER AND STREET NE 16251 Northshore Rd		22 CITY/TOWN OR LOCATION Tahuya	23 ZIP CODE 98588-9614
24 COUNTRY USA		25 LENGTH OF RES. IN CO. 26 Yrs	26 STATE WA
27 FATHER'S NAME—First, Middle, Last George Mills		28 MOTHER'S NAME—First, Middle, Last Mae Burgess	
29 DECEASED'S NAME Paul E. Maurer		30 ADDRESS OF DECEASED N.E. 16251 Northshore Road, Tahuya, WA 98588-9614	
31 BURIAL, CREMATION, REBURY, OTHER (Specify) Burial		32 DATE (Mo Day Yr) Apr. 8, 1997	33 CEMETERY, CREMATORY—NAME Forest Lawn Cemetery
34 FUNERAL DIRECTOR SIGNATURE R. Reimer		35 NAME OF FACILITY Lewis Funeral Chapel	36 ADDRESS OF FACILITY Bremerton, Kitsap Co., WA 5303 Kitsap Way
37 SIGNATURE OF MEDICAL EXAMINER OR CORONER Ronald R. Reimer		38 SIGNATURE OF MEDICAL EXAMINER OR CORONER Ronald R. Reimer	
39 DATE SIGNED (Mo Day Yr) 4-11-97		40 HOUR OF DEATH (24 Hrs) 2220	41 HOUR OF DEATH (24 Hrs) 2220
42 NAME AND TITLE OF ATTENDING PHYSICIAN OR OTHER THAN CERTIFIED (If Yes or None) Ronald R. Reimer, M.D.		43 ADDRESS OF PHYSICIAN OR OTHER THAN CERTIFIED (If Yes or None) 2720 Clare Avenue Bremerton, WA 98312	44 SIGNATURE OF PHYSICIAN OR OTHER THAN CERTIFIED (If Yes or None) Ronald R. Reimer
45 NAME AND ADDRESS OF CERTIFIED PHYSICIAN, MEDICAL EXAMINER OR CORONER (Type or Print) Ronald R. Reimer, M.D. 2720 Clare Avenue Bremerton, WA 98312		46 SIGNATURE OF PHYSICIAN, MEDICAL EXAMINER OR CORONER Ronald R. Reimer	
47 ENTER THE DISEASES, INJURIES, OR COMPLICATIONS WHICH CAUSED THE DEATH. IMMEDIATE CAUSE (First disease or condition resulting in death) A. Respiratory Failure DUE TO, OR AS A CONSEQUENCE OF B. Lung Cancer DUE TO, OR AS A CONSEQUENCE OF C. Chronic Obstructive Pulmonary Disease DUE TO, OR AS A CONSEQUENCE OF D.		INTERVAL BETWEEN ONSET AND DEATH 1 day INTERVAL BETWEEN ONSET AND DEATH 1 year INTERVAL BETWEEN ONSET AND DEATH several yrs	
48 OTHER SIGNIFICANT CONDITIONS—CONDITIONS CONTRIBUTING TO DEATH BUT NOT RESULTING IN THE UNDERLYING CAUSE GIVEN ABOVE None		49 AUTOPSY (Yes / No) No	50 WAS CASE REFERRED TO MEDICAL EXAMINER OR CORONER (Yes / No) Yes
51 ACC. SUBJECT FROM INVEST. OR FIDUCIARY (If Yes or None) None	52 INJURY DATE (Mo Day Yr) None	53 INJURY AT WORK (Yes / No) None	54 PLACE OF INJURY—AT HOME, FARM, STREET, FACTORY, OFFICE, BLDG, ETC. (Specify) None
55 INJURY AT WORK (Yes / No) None		56 PLACE OF INJURY—AT HOME, FARM, STREET, FACTORY, OFFICE, BLDG, ETC. (Specify) None	
57 RECORDING AGENCY (Specify use only) None		58 DATE RECEIVING (Mo Day Yr) APR 07 1997	

FOR INSTRUCTIONS SEE BACK AND HANDBOOK

DOH 110-025 (Rev. 03/95) (80-000) (80-000)

DNR-00049630

USE BELOW REQUESTING OFFICIAL CHANGES ONLY
 ANY CHANGES MADE BELOW VOID THIS CERTIFICATE. A NEW CERTIFICATE MUST BE ISSUED TO VALID CHANGES.

NUMBER OF CERTIFICATES / FEE NUMBER		INITIALS	DATE	AFFIDAVIT NUMBER
STATE OFFICE USE ONLY			STATE OFFICE USE ONLY	
The record of Birth <input type="checkbox"/> Marriage <input type="checkbox"/> Death <input type="checkbox"/> Dissolution <input type="checkbox"/> with <input type="checkbox"/>			for	
1 NAME			3 DATE OF BIRTH	4 PLACE OF BIRTH (City and County)
5 FATHER'S FULL NAME (if Father, US BORN) (if Foreign, his country)			6 MOTHER'S FULL NAME (if Mother, US BORN) (if Foreign, her country)	
THE RECORD IS INCORRECT OR INCOMPLETE AS FOLLOWS				
THE RECORD NOW SHOWS:			THE TRUE FACT IS:	
7			8	
9			10	
11			12	
13			14	
I REPRESENT THE PERSON AS (E.G. SELF, PARENT, GUARDIAN, ETC.) SPECIFY				
PHONE NUMBER				
I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF WASHINGTON THAT THE FOREGOING IS TRUE AND CORRECT				
15 SIGNATURE		17 DATE	18 ADDRESS	

DCM 110-007 (Rev. 8/96)

All vital records are registered as received. Changes must be made by affidavit. An item may be changed by affidavit only once. Subsequent changes must be made by court order. This certificate must be returned within one year of the date it was issued to receive a replacement copy free of charge.

Birth Certificates

- All changes must be established by documentary proof submitted with the affidavit.
- Only a parent, legal guardian or the adult (18 or older) may change the birth certificate.
- The proof(s) must match exactly the asserted true fact(s). For example, if the affidavit says the name is Mary Ann Doe, then the proof must show the name to be Mary Ann Doe, Mary A. Doe or M. A. Doe does not prove the name is Mary Ann Doe.
- The proof(s) for names must be five (or more) years old, while proof(s) for date, place, or ages must have been established within five years of birth.
- Examples of documents of proof:

Baptismal Certificate	Marriage Record	School Record
Census Record	Medical Record	Voter's Registration (and if it bears an official state)
Hospital Records	Military Record (DD-214)	Passport
Insurance Records	Your Child's Birth Record	
- Surname changes require a certified copy of a court ordered name change, except that minor spelling changes may be made with an affidavit and documentary proof.
- Parent(s) may change their child's first or middle name with only their signature until the child's 18th birthday.
- This affidavit cannot be used to add a father to a birth certificate.

Death Certificates

- Only the informant, the funeral director, or executors/administrators (if evidence confirming such position is presented) may change the non-medical information.
- The medical information (cause of death) may be changed only by the attending physician or the coroner/medical examiner.

Marriage/Dissolution (Divorce) Certificates

- Personal fact (minor spelling changes in name, date or place of birth or residence) may be changed by affidavit plus proof by the person. See description of proofs in Births above.
- To change the date or place of marriage or dissolution, the officiant (marriage) or clerk of court (dissolution) must sign the affidavit.

Please send the proof(s) and this form/certificate to:

Attn: Corrections
 Center for Health Statistics
 1112 Quince Street South
 P.O. Box 9709
 Olympia, WA 98507-9709

This is a legal document.
 Complete in ink and do not alter.

CERTIFIED

APR 07 1997

Willie A. Fisher, M.D., M.P.H.

WILLIE A. FISHER, M.D., M.P.H.
 HEALTH DISTRICT OFFICER
 SPOKEMAN PITMAN COUNTY HEALTH DISTRICT
 FOR ALSTON OFFICE, SPOKEMAN, WA 99037
 (509) 837-1200

EE049379

STATE OF NEW YORK
IN SENATE
JANUARY 11, 1911.
REPORT
OF THE
COMMISSIONERS OF THE LAND OFFICE
IN RESPONSE TO A RESOLUTION
PASSED BY THE SENATE
MAY 1, 1909.
ALBANY:
J.B. LIPPINCOTT & CO. PRINTERS.
1911.

10

STATE OF NEW YORK
IN SENATE
JANUARY 11, 1911.
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IN RESPONSE TO A RESOLUTION
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MAY 1, 1909.
ALBANY:
J.B. LIPPINCOTT & CO. PRINTERS.
1911.

EXHIBIT "D"

STATE OF NEW YORK
IN SENATE
JANUARY 11, 1911.
REPORT
OF THE
COMMISSIONERS OF THE LAND OFFICE
IN RESPONSE TO A RESOLUTION
PASSED BY THE SENATE
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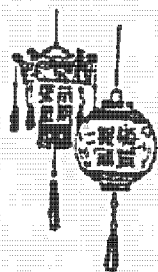
Perl's in Bremerton

3556 Arsenal Way
Bremerton, Washington

Patrons: Red Maxon & HP

Some of the bands that performed at Perl's were:

<u>The Paramounts</u>	<u>Johnny Lee Lewis</u>	<u>Quincy Brown</u>
<u>Shirley</u>	<u>La Lax</u>	<u>Les Martin & The Sunnys</u>
<u>Sammy Brown's</u>	<u>Wally & The Gamblers</u>	<u>Arthur Remick</u>
<u>Chubby Checker</u>	<u>Holmes</u>	<u>Elk Sunset</u>
<u>Quincy of Jordan</u>	<u>Frankie</u>	<u>Samuel Johnson</u>
<u>The Chaps</u>	<u>Sammy</u>	<u>The Engineers The Blues</u>
<u>Davey</u>	<u>Barney Sam</u>	<u>Shirley</u>
<u>Carl Davis</u>	<u>Joe Paper Sam</u>	<u>Suzanne</u>
<u>The Rascals</u>	<u>Paul</u>	<u>Frankie Thompson</u>
<u>Deane & The Rascals</u>	<u>Paul Beyer & The Rascals</u>	<u>Swanberg</u>
<u>Duke Wilson</u>	<u>The Ramones</u>	<u>Steve Thore</u>
<u>The Gators</u>	<u>The Rascals</u>	<u>The Van Von Morris</u>
<u>Shirley</u>	<u>Jim Reeves</u>	<u>The Blues</u>
<u>The Rascals</u>	<u>The Rascals</u>	<u>Sam</u>
<u>The Rascals</u>	<u>Joe Harris</u>	<u>Mando & The Rascals</u>
<u>The Rascals</u>	<u>Roy Gibson</u>	<u>The Rascals</u>
<u>Joel</u>	<u>The Royal Guardsmen</u>	<u>The Rascals</u>



Dec. 24

*Wishing you
Happiness
Not only at Christmas
But every day
in the New Year*

*Bill
Natcha*

*BILL & NATACHA SERVO
353, ARSENAL W.
OREMONTON, WASH. 1931C*

Bill & Natacha Servo purchased the Pavilion from Pat Meyer in 1977

Bill & Natacha Servo 1977

EXHIBIT "E"

NAME C. Z. & L. Investors, Inc.

ARTICLE No. 215740 DATE FILED October 4, 1971

REGISTERED OFFICE William J. SESKO, 3536 Arsenal Way, Bremerton WA 98301

Auth. Cap: \$50,000

(Lic. Exp. 6/30/76)

AMENDMENTS

ARTICLE No.	DATE FILED	DESCRIPTION
CEASED TO EXIST RCW 23A.40.075	7/1/79	

SP-137



SECRETARY OF STATE
RECEIVED
SECRETARY OF STATE
STATE OF WASHINGTON

STATE OF WASHINGTON
OFFICE OF SECRETARY OF STATE
CORPORATIONS & TRADEMARKS DIVISION
OLYMPIA, WASHINGTON 98504

ANNUAL REPORT

FILING FEE \$2.00

MAY 01, 1975

JUL 1 1975
CK 2 PER KK

CORPORATION NAME AND MAILING ADDRESS:

C. Z. & L. INVESTORS, INC.
% WILLIAM J SESKO
3536 ARSENAI WAY
BREMERTON WA 98310

DEPARTMENTAL USE ONLY					
ITEM AND DATE		CORP. NUMBER	CORP. ALPHA		
12273 JUL 7 75		0215740	C. Z.		
TRANS. CODE	CP. TYPE	PAYMENT AMOUNT	TYPE	MULT.	REC. BY
LOF	REG	\$2.00			

REGISTERED OFFICE ADDRESS IN STATE OF WASHINGTON:

NAME OF REGISTERED AGENT IN THE STATE OF WASHINGTON:

WILLIAM J SESKO

PLEASE TYPE OR PRINT INFORMATION BELOW

STATE OR COUNTRY OF INCORPORATION:	Kitsap
FOREIGN CORPORATIONS ONLY ADDRESS OF PRINCIPAL OFFICE IN STATE OR COUNTRY OF INCORPORATION:	
BRIEFLY STATE THE CHARACTER OF THE AFFAIRS WHICH THE CORPORATION IS ACTUALLY CONDUCTING IN THE STATE OF WASHINGTON:	Renting out a dance pavilion.
NAMES AND ADDRESSES OF OFFICERS AND DIRECTORS OF THE CORPORATION:	PRESIDENT: William J. Sesko, 3536 Arsenal Way, Bremerton, Wash. 98310
	VICE-PRESIDENT: Natacha H. Sesko, 3536 Arsenal Way, Bremerton, Wash. 98310
	SECRETARY: William J. Sesko
	TREASURER: Natacha H. Sesko
	DIRECTORS: William J. Sesko Natacha H. Sesko

IF PROFESSIONAL SERVICE
CORPORATION, ORGANIZED
UNDER RCW 18.100, AT-
TACH LIST OF SHAREHOLDERS.

William J. Sesko
(SIGNATURE OF PRESIDENT)

(ATTEST)

Natacha H. Sesko
(SIGNATURE OF SECRETARY)

SUBSCRIBED AND SWORN TO BEFORE ME BY THE CORPORATION PRESIDENT ON

30-75
(DATE)

(NOTARY)

NOTARY PUBLIC, IN AND FOR THE STATE OF

Washington

RESIDING AT

Bremerton

(NOTARIAL SEAL)

FILING INFORMATION

PAGE 1 - MAIL TO OFFICE OF SECRETARY OF STATE - DUE 30 DAYS AFTER INCORPORATION, THEREAFTER,
FILE ANNUALLY WHEN LICENSE FEES ARE PAID - BEFORE JULY 1st. FILING FEE \$2.00
(See page 2 for information relating to County Auditor filings)

ORIGINAL SIGNATURES MUST APPEAR ON ALL COPIES - REFER TO RCW 23A.08.480 FOR ADDITIONAL INFORMATION.



A. LUDLOW KRAMER
SECRETARY OF STATE

RECEIVED
SECRETARY OF STATE

JUL 2 1974

STATE OF WASHINGTON
OFFICE OF SECRETARY OF STATE
CORPORATIONS & TRADEMARKS DIVISION
OLYMPIA, WASHINGTON 98504

ANNUAL REPORT

FILING FEE \$2.00

MAY 01, 1974

CK 2 CASH
\$ 2 PER 1
CORPORATION NAME AND MAILING ADDRESS:

C. Z. & L. INVESTORS, INC.
2 WILLIAM J SESKO
3536 ARSENAL WAY
BREMERTON WA 98310

DEPARTMENTAL USE ONLY					
ITEM AND DATE		CORP. NUMBER	CORP. ALPHA		
127116 JUL 874		0215740	C. Z.		
TRANS. CODE	CP. TYPE	PAYMENT AMOUNT	TYPE	MULT.	REC. BY
LOF	REG	\$200	/		SP

REGISTERED OFFICE ADDRESS IN STATE OF WASHINGTON:

NAME OF REGISTERED AGENT IN THE STATE OF WASHINGTON:

WILLIAM J SESKO

PLEASE TYPE OR PRINT INFORMATION BELOW

STATE OR COUNTRY OF INCORPORATION:	WASH.	
FOREIGN CORPORATIONS ONLY ADDRESS OF PRINCIPAL OFFICE IN STATE OR COUNTRY OF INCORPORATION:		
BRIEFLY STATE THE CHARACTER OF THE AFFAIRS WHICH THE CORPORATION IS ACTUALLY CONDUCTING IN THE STATE OF WASHINGTON:	INVESTED IN A DANCE PAVILION	
NAMES AND ADDRESSES OF OFFICERS AND DIRECTORS OF THE CORPORATION:	PRESIDENT:	WILLIAM J. SESKO, 3536 ARSENAL L
	VICE-PRESIDENT:	ALEXANDER J. SESKO, 12942 HIGHWAY
	SECRETARY:	NATACHA H. SESKO, 3536 ARSENAL W.
	TREASURER:	WILLIAM J. SESKO, 3536 ARSENAL W.
	DIRECTORS:	WILLIAM J. SESKO, 3536 ARSENAL ALEXANDER J. SESKO, 12942 HIGHWAY NATACHA H. SESKO, 3536 ARSENAL W.

IF PROFESSIONAL SERVICE
CORPORATION, ORGANIZED
UNDER RCW 18.100, AT-
TACH LIST OF SHAREHOLDERS

William J. Sesko
(SIGNATURE OF PRESIDENT)

(ATTEST)

Natasha Sesko
(SIGNATURE OF SECRETARY)

SUBSCRIBED AND SWORN TO BEFORE ME BY THE CORPORATION PRESIDENT ON

30 JULY 1974
(DATE)

(NOTARY)

NOTARY PUBLIC, IN AND FOR THE STATE OF

RESIDING AT

(NOTARIAL SEAL)

FILING INFORMATION

PAGE 1 - SEND TO THE OFFICE OF SECRETARY OF STATE - INITIALLY, 30 DAYS AFTER INCORPORATION, THEREAFTER, WHEN LICENSE FEES ARE DUE - BEFORE JULY 1ST. FILING FEE \$2.00

PAGE 2 - SEND DIRECTLY TO OFFICE OF COUNTY AUDITOR WHEN DUE - AS ABOVE. FILING FEE \$1.00

ORIGINAL SIGNATURES MUST APPEAR ON ALL COPIES - REFER TO RCW 23A.08.480 FOR ADDITIONAL INFORMATION.

PENALTY FOR FAILURE TO FILE WHEN REQUIRED - \$5.00 PER VIOLATION

PAGE 1

DNR-00049638



A. LUDLOW KRAMER
SECRETARY OF STATE

RECEIVED
SECRETARY OF STATE

STATE OF WASHINGTON
OFFICE OF SECRETARY OF STATE
CORPORATIONS & TRADEMARKS DIVISION
OLYMPIA, WASHINGTON 98504

ANNUAL REPORT

MAY 01, 1973

FILING FEE \$2.00

CK JUL 3 1973
CASH
\$ 2.00 PER

* CORPORATION NAME AND MAILING ADDRESS:

U. Z. & L. INVESTORS, INC.

~~XXXXXXXXXXXX~~
~~XXXXXXXXXXXX~~ 3536 Arsenal Way,
BREMERTON WA 96310

DEPARTMENTAL USE ONLY					
ITEM AND DATE		CORP. NUMBER	CORP. ALPHA		
17008 JUL1173		D215740	C. Z.		
TRANS. CODE	CP. TYPE	PAYMENT AMOUNT	TYPE	MULT.	REC. BY
LOF	REG	\$200	/		db

* REGISTERED OFFICE ADDRESS IN STATE OF WASHINGTON:

* PLEASE SEND RECEIPT FOR PAYMENT MADE OR A FILE COPY OF THIS NOTICE

* NAME OF REGISTERED AGENT IN THE STATE OF WASHINGTON:

WILLIAM J. SESKO

PLEASE TYPE OR PRINT INFORMATION BELOW

* STATE OR COUNTRY OF INCORPORATION:	KITAP
FOREIGN CORPORATIONS ONLY * ADDRESS OF PRINCIPAL OFFICE IN STATE OR COUNTRY OF INCORPORATION:	
* BRIEFLY STATE THE CHARACTER OF THE AFFAIRS WHICH THE CORPORATION IS ACTUALLY CONDUCTING IN THE STATE OF WASHINGTON:	PURCHASING PAUL'S DANCE PAVILION
NAMES AND ADDRESSES OF OFFICERS AND DIRECTORS OF THE CORPORATION:	PRESIDENT: WILLIAM J. SESKO, 3536 ARSENAL WAY, BREMERTON
	VICE-PRESIDENT: DR. RICHARD COOKE, P.O. BOX 243, SILVERDALE
	SECRETARY: BURLAND L. MCCORMICK, 637 HIGHLAND AVE. BREMERTON
	TREASURER: WILLIAM J. SESKO
	DIRECTORS: WILLIAM J. SESKO DR. RICHARD COOKE BURLAND L. MCCORMICK

William J. Sesko
(SIGNATURE OF PRESIDENT)

(ATTEST) *Burland L. McCormick*
(SIGNATURE OF SECRETARY)

SUBSCRIBED AND SWORN TO BEFORE ME BY THE CORPORATION PRESIDENT ON

JUNE 30, 1973

Louis L. Brannon
(NOTARY)

NOTARY PUBLIC, IN AND FOR THE STATE OF

Washington

RESIDING AT *Fort Orchard*

(NOTARIAL SEAL)

FILING INFORMATION

PAGE 1 - SEND TO THE OFFICE OF SECRETARY OF STATE - INITIALLY, 30 DAYS AFTER INCORPORATION, THEREAFTER, WHEN LICENSE FEES ARE DUE - BEFORE JULY 1ST. FILING FEE \$2.00

PAGE 2 - SEND DIRECTLY TO OFFICE OF COUNTY AUDITOR WHEN DUE - AS ABOVE. FILING FEE \$1.00

ORIGINAL SIGNATURES MUST APPEAR ON ALL COPIES - REFER TO RCW 23A.08.480 FOR ADDITIONAL INFORMATION

(11.73) PENALTY FOR FAILURE TO FILE WHEN REQUIRED - \$25.00 PER VIOLATION

PAGE 1

DNR-00049639

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SECRETARY OF STATE

19970 JUL 18 73

JUL 16 1973

STATEMENT OF CHANGE OF REGISTERED OFFICE
OR REGISTERED AGENT, OR BOTH.

CK ✓ CASH
\$ 2.00 PER db

TO THE SECRETARY OF STATE
OF THE STATE OF WASHINGTON:

D215740

Filing Fee \$2.00

Pursuant to the provisions of Title 23A.08.100 or 23A.32.090 of the Washington Business Corporation Act, the undersigned corporation, organized under the laws of the State or Country of Washington, submits the following statement for the purpose of changing its registered office or its registered agent, or both, in the State of Washington:

1. Name of Corporation C. Z. & L. Investors, Inc.

2. Address (including city, street and number) of present registered office

6608 Kitsap Way, Bremerton, Washington 98310

3. Address (including city, street and number, and zip code) to which the registered office is to be changed 3536 Arsenal Way, Bremerton, Washington 98310

4. Name of former registered agent William J. Lewis

5. Name of present registered agent William J. Sesko

6. The address of the registered office of the corporation in Washington and the business address of the registered agent of the corporation, as changed, will be identical.

7. This change was authorized by resolution duly adopted by the board of directors of the corporation.

8. This change shall become effective on December 22, 1972

IN TESTIMONY WHEREOF, this statement is signed by the President, on 11th day of July, 19 73

William J. Sesko
President

STATE OF WASHINGTON
COUNTY OF KITSAP

The undersigned, being first duly sworn, on oath deposes and says: that he is the president of the aforementioned corporation, that he signed the foregoing document, and that the statements therein contained are true.

William J. Sesko
President

Subscribed and sworn to before me on July 11, 19 73

(NOTARIAL SEAL)

SF-8 (7-68)

Philip M. Best
Notary Public

DNR-00049640

AUG 17 1972 STATEMENT OF CHANGE OF REGISTERED OFFICE
OR REGISTERED AGENT, OR BOTH.

TO THE SECRETARY OF STATE
OF THE STATE OF WASHINGTON:

Filing Fee \$2.00

Pursuant to the provisions of Title 23A.08.100 or 23A.32.090 of the Washington Business Corporation Act, the undersigned corporation, organized under the laws of the State or Country of U. S. A., submits the following statement for the purpose of changing its registered office or its registered agent, or both, in the State of Washington:

1. Name of Corporation C. Z. & L. Investors, Inc.

2. Address (including city, street and number) of present registered office P. O. Box 248, Silverdale, Wash. 98383

3. Address (including city, street and number, and zip code) to which the registered office is to be changed 6608 Kitsap Way, Bremerton, Wash. 98310

4. Name of former registered agent Richard D. Cooke

5. Name of present registered agent William J. Lewis

6. The address of the registered office of the corporation in Washington and the business address of the registered agent of the corporation, as changed, will be identical.

7. This change was authorized by resolution duly adopted by the board of directors of the corporation.

8. This change shall become effective on August 2, 1972

IN TESTIMONY WHEREOF, this statement is signed by the President, on August 2, 1972

William J. Lewis
President

STATE OF Washington
COUNTY OF Kitsap

The undersigned, being first duly sworn, on oath deposes and says: that he is the president of the aforementioned corporation, that he signed the foregoing document, and that the statements therein contained are true.

William J. Lewis
President

Subscribed and sworn to before me on August 2, 1972

(NOTARIAL SEAL)

Bradford John Peterson
Notary Public



A. AUDLOW KRAMER
SECRETARY OF STATE

RECEIVED

JUL 3 1972

STATE OF WASHINGTON
OFFICE OF SECRETARY OF STATE
CORPORATIONS & TRADEMARKS DIVISION
OLYMPIA, WASHINGTON 98504

ANNUAL REPORT

FILING FEE \$2.00

MAY 01, 1972

☒ CASH ☐ PER CK. ☐ M.O.D. ☐ CASH

\$ 2- PER No

* CORPORATION NAME AND MAILING ADDRESS:

C. Z. & L. INVESTORS, INC.
P-O BOX-248
SILVERDALE-----WA-
6608 Kitsap Way
Bremerton, Wash. 98310

* NAME OF REGISTERED AGENT IN THE STATE OF WASHINGTON:

William J. Lewis
RICHARD-D-GOBBKE

DEPARTMENTAL USE ONLY							
ITEM AND DATE		CORP. NUMBER		CORP. ALPHA			
104550 JUL 572		D215740		C. Z.			
TRANS. CODE	CP. TYPE	PAYMENT AMOUNT		TYPE	MULT.	REC. BY	
LOF	REG	\$200		/S		MS	

* REGISTERED OFFICE ADDRESS IN STATE OF WASHINGTON:

% RICHARD-D-GOBBKE
SILVERDALE-----WA
% William J. Lewis
Bremerton, Wash. 98310

PLEASE TYPE OR PRINT INFORMATION BELOW

* STATE OR COUNTRY OF INCORPORATION:	Washington State	
* FOREIGN CORPORATIONS ONLY		
* ADDRESS OF PRINCIPAL OFFICE IN STATE OR COUNTRY OF INCORPORATION:		
* BRIEFLY STATE THE CHARACTER OF THE AFFAIRS WHICH THE CORPORATION IS ACTUALLY CONDUCTING IN THE STATE OF WASHINGTON:	Investment in Real Estate	
* NAMES AND ADDRESSES OF OFFICERS AND DIRECTORS OF THE CORPORATION:	PRESIDENT:	ADDRESS
	William J. Lewis	P.O. Box 63, Seabeck, Wash. 98380
	VICE-PRESIDENT:	ADDRESS
	William J. Sesko	12942 Highway 3, Bremerton, Wash. 98310
	SECRETARY:	ADDRESS
	TREASURER:	ADDRESS
	DIRECTORS:	ADDRESS

William J. Lewis
(SIGNATURE OF PRESIDENT)

(ATTEST)

Richard D Gobbke
(SIGNATURE OF SECRETARY)

SUBSCRIBED AND SWORN TO BEFORE ME BY THE CORPORATION PRESIDENT ON

JUNE 22, 1972

Carol J. [Signature]

, NOTARY PUBLIC, IN AND FOR THE STATE OF Washington

, RESIDING AT Bremerton.

(NOTARIAL SEAL)

FILING INFORMATION

PAGE 1 - SEND TO THE OFFICE OF SECRETARY OF STATE-INITIALLY, 30 DAYS AFTER INCORPORATION, THEREAFTER, WHEN LICENSE FEES ARE PAID - BEFORE JULY 1ST. FILING FEE - \$2.00

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ORIGINAL SIGNATURES MUST APPEAR ON ALL COPIES- REFER TO RCW 23A.08.480 FOR ADDITIONAL INFORMATION.

PENALTY FOR FAILURE TO FILE - \$25.00 PER VIOLATION

D-215740

FILE NUMBER



DOMESTIC

STATE OF WASHINGTON | DEPARTMENT OF STATE

I, **A. LUDLOW KRAMER**, Secretary of State of the State of Washington and custodian of its seal,
hereby certify that

ARTICLES OF INCORPORATION

of C. Z. & L. INVESTORS, INC.
a domestic corporation of Silverdale, Washington,

was filed for record in this office on this date, and I further certify that such Articles remain
on file in this office.

Filed at request of
Curtis H. Coons Atty.
509 4th St. Suite 6
Bremerton, Wash. 98310

Filing and recording fee... \$ 50.00

License to June 30, 19 72 \$ 30.00

Excess pages @ 25¢ \$

Microfilmed, Roll No. 1226

Page 327-233

SSF-57 B (6-69)

In witness whereof I have signed and have
affixed the seal of the State of Washington to
this certificate at Olympia, the State Capital,
October 4, 1971

A. LUDLOW KRAMER
SECRETARY OF STATE

327

DNR-00049643

26312 OCT 471

FILED
OCT 4 1971
A. LUDLOW KRAMER
SECRETARY OF STATE

ARTICLES OF INCORPORATION
OF
C. Z. & L. INVESTORS, INC.

Know all Men By These Presents: That the undersigned
RICHARD D. COOKE, TONY ZAMPELLA and WILLIAM JACK LEWIS, (each of
whom is a citizen of the United States of America and a resident
of the State of Washington) have associated themselves together
for the purpose of forming a corporation under the laws of the
State of Washington and in pursuant thereof do hereby sign and
acknowledge the following Articles of Incorporation, in triplicate
originals, and state as follows:

ARTICLE I

The name of the corporation shall be C. Z. & L. Investors,
Inc.

ARTICLE II

The general nature of the business of the corporation
and the objects and purposes proposed to be transacted, promoted
and carried on by it, are as follows:

(1) To purchase, own and operate entertainment
businesses including therewith, but not limited to, restaurants,
cocktail lounges, dance hall and nightclub.

(2) To engage in real property acquisition and sale
in furtherance of said purpose.

(3) To purchase or otherwise acquire, so far as per-
mitted by law, the whole or any part of the undertaking and
business of any person, firm or corporation engaged in a business
of the same general character as that for which this corporation
is organized, and the property and liabilities, including the
good will, assets and stock in trade thereof and to pay for the
same either in cash or in shares, or partly in cash and partly
in shares.

(4) To the same extent as natural persons might or
could do, to purchase or otherwise acquire and to hold, maintain,

Articles of Incorporation

CURTIS H. COONS
ATTORNEY AT LAW
505 FOURTH ST., SUITE 6
BREMERTON, WASH. 98310
ESSEX 7-7678

1 work, develop, sell, lease, exchange, hire, convey, mortgage or
2 otherwise dispose of and deal in, lands and leaseholds, and any
3 interest, estate and rights in real property and any personal or
4 mixed property, and any franchise, rights, business or privileges
5 necessary, convenient, and appropriate for any of the purposes
6 herein expressed.

7 (5) To borrow money, and to make and issue notes, bonds,
8 debentures, obligations and evidences of indebtedness of all kinds,
9 wither secured by mortgage, pledge or otherwise, without limita-
10 tion as to amount, except as may be prohibited by statute, and
11 to secure the same by mortgage, pledge or otherwise, and generally
12 to make and perform agreements and contracts of every kind and
13 description.

14 (6) To conduct and carry on its business, or any part
15 thereof, and to have one or more offices, and to exercise all or
16 any of its corporate powers and rights in the State of Washington,
17 and in the various states, territories, colonies and dependencies
18 of the United States, in the District of Columbia.

19 (7) To do all and everything necessary, suitable and
20 proper for the accomplishment of any of the purposes, or the
21 attainment of any of the objects, or the furtherance of any of
22 the powers hereinabove set forth, either alone or in association
23 with other corporations, firms or individuals, and to do every
24 act or acts, thing or things, incidental or appurtenant to or
25 growing out of or connected with the aforesaid business or powers,
26 or any part or parts thereof; Provided, the same be not inconsis-
27 tent within the laws under which this corporation is organized.

28 ARTICLE III

29 The corporation is to have perpetual existence.

30 ARTICLE IV

31 The register office of the corporation is to be located
32 at P. O. Box 248, Silverdale, Washington, and the register agent

Articles of Incorporation -2-

CURTIS H. COONS
ATTORNEY AT LAW
509 FOURTH ST., SUITE 6
BREMERTON, WASH. 98310
ESsex 7-7678

1 at said address is Richard D. Cooke.

2 ARTICLE V

3 The authorized capital stock of the corporation shall
4 be Fifty thousand and no/100 (\$50,000.00) Dollars, consisting of
5 50,000 shares of common stock, the same being non par stock.

6 ARTICLE VI

7 The amount of paid-in capital with which the corporation
8 will begin business is in the sum of Thirty thousand and no/100
9 (\$30,000.00) Dollars.

10 ARTICLE VII

11 The management of this corporation shall be vested in
12 a Board of Directors; the number of directors shall not be less
13 than three (3) nor more than nine (9); the number, qualification,
14 terms of office, manner of election, time and place of meeting,
15 and powers and duties of the directors shall be such as are pre-
16 scribed by the By-Laws of the corporation.

17 ARTICLE VIII

18 The authority to make By-Laws for the corporation hereby
19 is vested expressly in the Board of Directors of this corporation,
20 subject to the power of the shareholders to change or repeal such
21 By-Laws. The Board of Directors shall not make or alter any
22 By-Laws fixing their qualifications, classifications, terms of
23 office or compensation.

24 ARTICLE IX

25 The corporation reserves the right to amend, alter,
26 change or repeal any provision contained in these Articles of
27 Incorporation, in the manner now or hereafter prescribed by
28 statute, and all rights conferred on the stockholders herein are
29 granted subject to this reservation.

30 ARTICLE X

31 This corporation is formed under Section 1244, Regulations
32 of the Internal Revenue Service; and in the event of dissolution

Articles of Incorporation -3-

CURTIS H. COONS
ATTORNEY AT LAW
509 FOURTH ST., SUITE 6
BREMERTON, WASH. 98510
ESSEX 7-7678

1 shall claim the benefits thereof.

2 ARTICLE XI

3 The names and post office addresses of the directors
4 who shall first manage the affairs of the corporation until the
5 30th day of July, 1972, are as follows:

6 Richard D. Cooke
7 P. O. Box 248
Silverdale, Washington

8 Tony Zampella
9 2222 1/2 Perry Avenue
Bremerton, Washington

10 William Jack Lewis
11 P. O. Box 63
Seabeck, Washington

12 ARTICLE XII

13 The name and post office address of each of the incorp-
14 orators of the corporation and the number of share subscribed by
15 each is as follows:

16 Richard D. Cooke 100 shares
17 P. O. Box 248
Silverdale, Washington

18 Tony Zampella 100 shares
19 2222 1/2 Perry Avenue
Bremerton, Washington

20 William Jack Lewis 100 shares
21 P. O. Box 63
Seabeck, Washington

22 IN WITNESS WHEREOF, the incorporators have hereunder
23 set their hands this 29th day of September, 1971.

24
25 Richard D Cooke
RICHARD D. COOKE

26
27 Tony Zampella
TONY ZAMPELLA

28
29 William Jack Lewis
WILLIAM JACK LEWIS

30
31
32 Articles of Incorporation -4-

CURTIS H. COONS
ATTORNEY AT LAW
509 FOURTH ST., SUITE 6
BREMERTON, WASH. 98310
ESSEX 7-7878

1 STATE OF WASHINGTON)
2) ss
3 COUNTY OF KITSAP)

4 This is to certify that on this 26 day of September,
5 1971, there appeared personally before me Richard D. Cooke, Tony
6 Zampella and William Jack Lewis, to me personally known to be
7 the persons described in and who executed the foregoing Articles
8 of Incorporation and they and each of them did acknowledge and
9 declare to me that they executed the same freely and voluntarily
10 and for the uses and purposes therein mentioned.

11 In Witness Whereof, I have hereunto set my hand and
12 official seal the day and year first above written.

13 *Chris O'Neil*
14 NOTARY PUBLIC in and for the
15 State of Washington, residing
16 at Bremerton.
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AFFIDAVIT OF PAID-IN CAPITAL

STATE OF WASHINGTON)
COUNTY OF KITSAP) ss

RICHARD D. COOKE, TONY ZAMPELLA and WILLIAM JACK LEWIS,
each being first duly sworn on oath, depose and state:

They constitute all of the members of the Board of
Directors of C. Z. & L. Investors, Inc., a Washington corporation,
and that the amount of paid-in capital with which the corporation
shall commence business, as stated in its Articles of Incorporation,
is in the sum of Thirty Thousand and no/100 (\$30,000.00), in
stock, in trade goods, wares, merchandise and real estate.

Richard D Cooke
RICHARD D. COOKE

Tony Zampella
TONY ZAMPELLA

William Jack Lewis
WILLIAM JACK LEWIS

SUBSCRIBED AND SWORN to before me this 29 day of September, 1971.

Charles J. O'Neil
NOTARY PUBLIC in and for the
State of Washington, residing
at Bremerton.

Affidavit of Paid-In Capital

CURTIS H. COONS
ATTORNEY AT LAW
309 FOURTH ST., SUITE 6
BREMERTON, WASH. 98310
ESsex 7-7678

EXHIBIT "F"



NOTICE AND ORDER TO CORRECT VIOLATION

December 18, 2014

Natacha Sesko
c/o Vicki Carrillo
Vicki.carrillo@neillaw.com

RE: SOLID WASTE VIOLATIONS AT 3536 ARSENAL WAY, BREMERTON

Dear Ms. Sesko:

Violations of Kitsap County Board of Health Ordinance 2010-1, "Solid Waste Regulations," have been identified at the above referenced property that you own and/or occupy.

As noted by the Health District, the following provisions of these regulations have been violated:

- § 025.1., "Owner Responsibility for Solid Waste";
- § 300.2., "On-Site Storage Requirements"; and
- § 025.2., "Removal".

The Health District hereby gives you notice to correct all violations by December 28, 2014. To comply with this Order, you must complete the following:

1. Remove all improperly stored and/or accumulated solid waste on the premises to an appropriate and permitted solid waste recycling or disposal facility. This includes, but is not limited to:
 - a. Garbage, trash, and recyclables;
 - b. Bulky waste;
 - c. Scrap metal;
 - d. Waste appliances;
 - e. Waste furniture; and
 - f. Junk vehicles or parts thereof.
2. We recognize that there may be some differing opinions about what items are considered solid waste or garbage. If a household item is stored outside, exposed to the elements then it is considered solid waste. In addition, excessive automobile parts, tires, scrap metal and scrap wood are also considered solid waste. Please store all items you consider useful and reusable inside a legal structure on the property (i.e. storage shed, garage, car port, etc.).

Submit receipts from a permitted disposal facility or solid waste transporter to the Health District as proof of your compliance with this order. Without receipts, this matter cannot be closed.

FAILURE TO COMPLY WITH THIS ORDER WILL RESULT IN THE ISSUANCE OF A CIVIL INFRACTION NOTICE TO YOU. THE CIVIL INFRACTION NOTICE MAY RESULT IN A FINE OF UP TO \$524.00 PER VIOLATION PER DAY TO BE ASSESSED TO YOU.

A list of permitted solid waste recycling and disposal facilities is provided in the enclosed "Drop Off Recycling" guide. Additionally, a copy of a pamphlet titled "Garbage and Chemicals" is enclosed for your information. Please read this pamphlet carefully.

Please note that pursuant to Section 950 of the Solid Waste Regulations any person aggrieved by the contents of a notice and order to correct violation issued under this regulation may submit a completed written application for an appeal to the Health Officer. The request for an appeal must be submitted in writing, on Health District forms, be accompanied by the applicable fee (\$327), and within 10 (business) days of the action appealed.

Your prompt attention to this matter is both appreciated and required. Please contact me if you have any questions or require additional information regarding this order.

Sincerely,



Daydra Denson, R.S.
Environmental Health Specialist II
Solid and Hazardous Waste Program
360-337-5607 phone
360-475-9275 fax
daydra.denson@kitsappublichealth.org

enc: "Garbage and Chemicals"
"Drop-Off Recycling" Guide
cc: to file

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5
6 SUPERIOR COURT OF THE STATE OF WASHINGTON

7 COUNTY OF KITSAP

8 IN RE THE ESTATE OF

NO. 04-4-00770-3

9 WILLIAM J. SESKO,

ORDER RE: ARSENAL WAY PROPERTY

10 Decedent.

11
12 THIS MATTER having come on regularly for hearing by Pacific Guardianship Services
13 (PGS), the duly appointed and acting Successor Administrator of the Estate of William J.
14 Sesko upon the *Petition for Instructions Re: Arsenal Way Property*; the Court having read said
15 Petition and having heard the testimony offered in support thereof, now therefore, It is Hereby

16 ORDERED, ADJUDGED and DECREED as follows:

17 1. PGS as Administrator is authorized to hire and pay legal counsel to commence a
18 Quiet Title Action regarding the Arsenal Way property parcels #222401-2-103-2003 and
19 #222401-2-104-2002 ;

20 2. PGS as Administrator is authorized to hire and pay legal counsel to proceed with
21 an action to remove individuals residing on the Arsenal Way property;

22 3. PGS as Administrator is authorized and directed to list the property known as
23 Arsenal Way¹, "AS IS" with an experienced real estate broker, for sale by negotiation
24 consistent with the procedure and notices contained in RCW 11.56.110, 11.92.115, and
25 11.92.120, and to furnish title insurance and pay customary and necessary expenses of the
sale from the sale proceeds;

1 4. PGS as Administrator is authorized to retain the services of an experienced real
2 property appraiser (if necessary) and to disburse from Estate assets any sum deemed
3 reasonable and necessary for an appraisal of the real property; and

4 5. PGS as Administrator is authorized to expend funds to pay licensed contractors
5 and vendors and negotiate with Kitsap Public Health District to resolve immediate issues of
6 code violations as necessary.

7 DONE IN OPEN COURT this _____ April 2015.

8 JUDGE LEILA MILLS

9 Presented by:

10
11 CHRISTOPHER E. NEIL WSBA #26219
12 Attorney for Pacific Guardianship Services

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25 ¹ Parcel #222401-2-103-2003, #222401-2-104-2002, and #222401-2-105-2001.

SECRETARY of STATE

Sam Reed



DIVISION OF ARCHIVES & RECORDS MANAGEMENT ARCHIVAL BOX CONTENTS LIST

Archives
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Received By	Date	Accession Number
-------------	------	------------------

Name of Agency Department of Natural Resources	Office / Sub-Division Aquatic Resources Division/DVRP	Transmitted By S. Fraidenburg
---	--	----------------------------------

Location	Box #	Record Series / File Title	Date(s)
Archives Use Only		Box Barcode # 13364868	
	1 p.1	<u>Derelict Vessel Removal Program Case Files-DAN #GS 01051</u>	2003-2008
	1	CL05-001/5 UNNAMED VESSELS/NO CONTRACT/CLOSED MAR 2005	
	1	CM03-008/SINARA,PATRICA.WN6844L,WN5338R,WIND RUSH,ORANGE BOAT,DAWNWIND/NO CONTRACT/CLOSED APR 2005	
	1	CM06-001/SATORI,WN 6393 V/NO CONTRACT/CLOSED JUN 2006	
	1	CZ07-002/1972 BELLBOY/NO CONTRACT/CLOSED JUL 2007	
	1	CZ07-003/ REEF FISHER/NO CONTRACT/CLOSED JUL 2007	
	1	CZ07-004/NIGHTHAWK/NO CONTRACT/CLOSED JUL 2007	
	1	IS04-001/NIGHT OWL, WN 9726 E/NO CONTRACT/CLOSED FEB 2005	
	1	IS05-001/KEORI, WN 7159 JA/NO CONTRACT/CLOSED FEB 2005	
	1	IS05-002/ SEALIFE/NO CONTRACT/CLOSED JUN 2005	
	1	IS05-003/WA7001Z (HIN)/NO CONTRACT/CLOSED APR 2005	
	1	IS05-004/14 FT. FIBERGLASS POWERBOAT/NO CONTRACT/ CLOSED JAN 2006	
	1	IS07-004/WN 4904 JR/NO CONTRACT/CLOSED JAN 2008	
	1	JF04-001/RELIEF/NO CONTRACT/CLOSED SEP 2005	
	1	JF04-002/WN 7032 W/NO CONTRACT/CLOSED FEB 2005	
	1	JF04-003/WESTWARD, 216440/NO CONTRACT/CLOSED APR 2006	
	1	JF04-004/WN 2544 T/NO CONTRACT/CLOSED JUN 2006	
	1	JF05-001/YARDER, WN 0531 NA/NO CONTRACT/CLOSED JAN 2006	
	1	JF05-005/WN 2396 NA/NO CONTRACT/CLOSED SEP 2005	
	1	KI05-004/ANNIE SUE, 531286/NO CONTRACT/CLOSED SEP 2005	
	1	KI05-006/ALMAGEST, WN 9914 LD/NO CONTRACT/CLOSED MAR 2006	
	1	KI06-001,002/2 ALUMINUM CANOES, 16 FT. GREEN CATAMARAN/NO CONTRACT/CLOSED APR 2006	
	1	KI06-004,005/WN 0941 R, WN 7678 E, WN 5031 RL/DV CONTRACT 07-286/CLOSED APR 2007	
	1	KI06-006/HOSKY, 265341/DV CONTRACT 07-88/CLOSED MAR 2008	
	1	KI06-007/DELIVERANCE, WN 9484 V, DV CONTRACT 07-256/CLOSED JUN 2007	

Please attach one copy of this form to the Record Center Transmittal Form (if applicable) and place one copy of this form in the Record Center Box

DNR-00049655

SECRETARY of STATE

Sam Reed



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Name of Agency Department of Natural Resources	Office / Sub-Division Aquatic Resources Division/DVRP	Transmitted By S. Fraidenburg
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Location	Box #	Record Series / File Title	Date(s)
Archives Use Only		Box Barcode # 13364868	
	1 p.2	<u>Derelict Vessel Removal Program Case Files-DAN #GS 01051</u>	2003-2008
	1	KI07-001/EXCALIBUR, WN 4427 JH/NO CONTRACT/CLOSED MAY 2007	
	1	KI07-013/TORO, 516365/NO CONTRACT/CLOSED SEP 2007	
	1	KI07-014/80 FT. STEEL BARGE/NO CONTRACT/CLOSED OCT 2007	
	1	KP03-003/WN 5693 L/NO CONTRACT/CLOSED 2006	
	1	KP03-005/EMPRESS/NO CONTRACT/CLOSED 2005	
	1	KP03-013/MARNIE/NO CONTRACT/CLOSED 2007	
	1	KP04-001/PUFFIN, WN 8303 B/NO CONTRACT/CLOSED 2008	
	1	KP04-003/DANIA, WN 0093 JG/NO CONTRACT/CLOSED 2005	
	1	KP04-006/GEATER, WN 2439 JE/NO CONTRACT/CLOSED 2005	
	1	KP04-007/WN 6245 N/NO CONTRACT/CLOSED 2005	
	1	KP04-011/THUROW, 254297/NO CONTRACT/CLOSED 2005	
	1	KP05-001/WN 9054 M/NO CONTRACT/CLOSED 2005	
	1	KP05-004,005/3 UNNAMED VESSELS, SESKO PROPERTY/DV CONTRACT 05-383/CLOSED 2005	
	1	KP05-006/85 FT. STEEL 120 TON VESSEL/NO CONTRACT/CLOSED 2006	
	1	KP05-007 to 013/SPRUCE, WN0994KU, WN2665NE, TAMANAWIS, BMS5, IBIS, XANADU, ISLAND BIRD, WN0464Y/NO CONTRACT/CLOSED 2006	
	1	KP05-015/WN 123 RB/NO CONTRACT/CLOSED 2006	
	1	KP05-017/AZ 4371 M/NO CONTRACT/CLOSED 2007	
	1	KP05-020/30 FT. WOOD VESSEL/NO CONTRACT/CLOSED 2005	
	1	KP05-021,022,023/SAILLIN, SALTY DOG, BILL/NO CONTRACT/CLOSED 2005	
	1	KP05-024/WN 301 NM/NO CONTRACT/CLOSED 2005	
	1	KP05-025,026/WN6374 Y, WN 5633 JB/NO CONTRACT/CLOSED 2006	
	1	KP05-027/WN 7676 A/NO CONTRACT/CLOSED 2006	
	1	KP05-028/WN 4415 L/NO CONTRACT/CLOSED 2006	
	1	KP06-001to 005/WN9302NR, WN9312LE, WN6239R, DAWN TREADER WN7624 JB, KNOT AROUND WN2798NH/NO CONTRACT/CLOSED 2006	

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SECRETARY of STATE

Sam Reed



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Name of Agency	Office / Sub-Division	Transmitted By
Department of Natural Resources	Aquatic Resources Division/DVRP	S. Fraidenburg

Location	Box #	Record Series / File Title	Date(s)
Archives Use Only		Box Barcode # 13364868	
	1 p.3	<u>Derelict Vessel Removal Program Case Files-DAN #GS 01051</u>	2003-2008
	1	KP06-003/WN 7624 JB/NO CONTRACT/CLOSED 2008	
	1	KP06-004/WN 9312 LE/NO CONTRACT/CLOSED 2008	
	1	KP06-008/24 FT. COLUMBIA FIBERGLASS SAILBOAT/NO CONTRACT/CLOSED 2006	
	1	KP06-010/WN 1915 NJ/NO CONTRACT/CLOSED 2006	
	1	KP06-011/WN 1653 NI/NO CONTRACT/CLOSED 2006	
	1	KP06-014/GULLIVER, WN 2556 NJ/NO CONTRACT/CLOSED 2006	
	1	KP06-015/WN 8139 MA/NO CONTRACT/CLOSED 2008	
	1	KP06-018/WN 9143 GB/NO CONTRACT/CLOSED 2006	
	1	KP06-020/WN 3665 RL/NO CONTRACT/CLOSED 2006	
	1	KP06-021/25 FT. STEEL PONTOON BARGE/NO CONTRACT/CLOSED 2006	
	1	KP06-023/FOR SAIL, WN 7387 V/NO CONTRACT/CLOSED 2006	
	1	KP06-026/BLUE HERON/NO CONTRACT/CLOSED 2007	
	1	KP06-029/23 FT. FIBERGLASS SAILBOAT/NO CONTRACT/CLOSED 2006	
	1	KP06-030/WN 114 K/NO CONTRACT/CLOSED 2007	
	1	KP06-034/WN 5443 RB/NO CONTRACT/CLOSED 2007	
	1	KP07-001/WN 2453 C/NO CONTRACT/CLOSED 2007	
	1	KP07-010/WN 9379 K/NO CONTRACT/CLOSED 2007	
	1	KP07-013/KUHELA, 654946/NO CONTRACT/CLOSED 2007	
	1	KP07-015/WN 1197 JE/NO CONTRACT/CLOSED 2008	
	1	KP07-019/BALBOA, WN 1949 KH/NO CONTRACT/CLOSED 2008	
	1	KP08-001/WN 1653 NI/NO CONTRACT/CLOSED 2008	
	1	KP08-002/WN 2095 F/NO CONTRACT/CLOSED 2008	
	1	KP08-009/WN 0266 NU/NO CONTRACT/CLOSED	
	1	KP08-010/MARISOL, WN 3116 RK/NO CONTRACT/CLOSED 2008	

Please attach one copy of this form to the Record Center Transmittal Form (if applicable) and place one copy of this form in the Record Center Box

DNR-00049657

KP05-004 Port Washington Narrows Vessel Removal Proposal Scoring

			Hydrotech International	Global Diving & Salvage	NRC Environmental Services	Blackwater Marine, LLC	Ballard Diving & Salvage	Thompson
1.3	Experience of the Contractor	5	1	5	5	5	5	3
2.1	Identification of dangerous/hazardous	5	2	5	4	5	5	2
2.2	Dangerous/hazardous materials handling	5	3	5	5	5	5	3
2.3	Proposed final destination of dangerous/hazardous	3	3	3	3	3	3	2
2.4	Proposed methods of vessel demolition, incl equipment	3	1	3	3	3	2	1
2.5	Proposed methods of hauling /transporting debris	2	1	2	2	2	2	2
2.6	Proposed final destin. of non-haz mats, incl fish. equip	3	2	3	3	3	2	2
2.7	Clean-up procedures for current storage location	2	2	2	2	2	2	2
2.8	Overall Plan of Work scoring	10	7	9	10	10	10	5
2.9	Proposed work schedule	2	2	2	2	2	2	1
3.1	Proposed management struc, incl # of pers & roles	8	6	8	8	8	8	4
3.2	Proposed sub-contractors	12	6	10	10	10	8	6
4.1	Compliance with proposed dates of work, incl avail pers	0.5	0.5	0.5	0.5	0.5	0.5	0.5
4.2	Compliance with proposed payment & invoicing terms	0.5	0.5	0.5	0.5	0.5	0.5	0
4.3	Compliance with proposed insurance and bond req's	4	3	4	4	4	4	2
5.1	Total cost of all work	20	20	9.70	8.74	5.65	6.76	5.03
5.2	Itemized costs: pers, sub-contr, haz waste, disposal,	10	10	10	10	10	10	6
5.3	Equip/parts of vessel contractor wishes to keep,	5	1	1	1	1	1	1
			71	82.70	81.74	79.65	76.76	47.53

low bid at 14742.4

Note all addressed the itemized 4th vessel. This scoring only included the three vessels.

by Melissa Montgomery

* using Pierce County prevailing wage
 ** text conflicts with table
 stated compliance with req'ts citing attached insurance but attached insurance was for 2004

DISPOSAL BID REVIEW

3.2	Proposed sub-contractors	12	<p>*Give 2 pts if the bid addresses this point</p> <p>*Give 2 pts each if the bid adequately addresses who will supply the following services: i) heavy plant/cutting equipment ii) hazardous waste handling and disposal ii) haulage iii) non-haz landfill (Note--if the bid clearly addresses the ability of the Contractor to handle the above, 2 pts can be awarded for each)</p> <p>*Give 2 pts if the bid attaches information from sub-contractors</p>
4.1	Compliance with proposed dates of work, incl avail pers	0.5	*Give 0.5 pt if bid states compliance
4.2	Compliance with proposed payment & invoicing terms	0.5	*Give 0.5 pt if bid states compliance
4.3	Compliance with proposed insurance and bond req's	4	<p>*Give 2 pts if bid states compliance with all insurance requirements</p> <p>*Give 2 pts if bid states compliance with security bond requirements</p>
5.1	Total cost of all work	20	"D" VALUE - See Points for Total Cost work sheet
5.2	Itemized costs: pers, sub-contr, haz waste, disposal, landfill, ancillary, tax rate	10	<p>*Give 2 pts each if bid breaks down cost into: i) personnel, ii) sub-contractor, iii) hazardous iv) waste/disposal, v) ancillary costs (Proves that research into actual costs was undertaken, and reduces the risk of the final cost being greater than the bid price. ie no need for contract ammendments)</p>
5.3	Equip/parts of vessel contractor wishes to keep, incl proposed prices	5	<p>*Give 1 pt if the bid addresses this point (even if it states no parts to be kept)</p> <p>*Give 2 pts if the bid provides some financial benefit to the DVRA</p> <p>OR 4 pts if the bid provides significant benefit to the DVRA</p>

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
DOUG SUTHERLAND, Commissioner of Public Lands

REQUEST FOR PROPOSALS

PURPOSE: Washington State Department of
and plans for the removal and disposal of three
Narrows tidelands between the Thompson Drive
be conducted in accordance with Revised Code

Bremerton Parks
360 473 5305

PROJECT LOCATION: The vessels are located in
Kitsap County between the Thompson Drive and
Plaza Self Storage at 1725 Pennsylvania Avenue.
proposals coordinator, listed at the end of this

PROPOSAL DUE DATE: To be consistent with
proposals coordinator listed at the end of this
2005. Postmarks will not be accepted. E-mail
all proposals submitted are subject to RCW
42.17.250).

JR
20
nat
W

EXPECTED PERIOD FOR CONTRACT: Tuesday May 31st through Friday June 24, 2005.

CONTRACTOR SELECTION: Proposals (content described below) will be received from
contractors who are licensed to do business in the state of Washington. The proposals and
disposal plans will be reviewed for their ability to derive some monetary value from the vessels,
either in whole or in scrap, and to be accomplished in an environmentally sound manner, at the
most reasonable cost, and in accordance with federal, state, and local laws including the State
solid waste disposal provisions embodied in RCW 70.95. DNR reserves the right to reject any of
the proposals for budgetary reasons. Proposals will not be accepted from contractors that do not
inspect the vessels. Inspection of the vessels by a representative of the contractor is required.
The vessels will be available for inspection during normal business hours via the Penn Plaza
Storage property (please check in with their front office) or by walking along the beach from the
street end of Thompson Drive (go down the stairs at Port Washington Narrows Marina, turn right
and go around the point). The property adjacent to State land between Penn Plaza Self Storage
and Pennsylvania Avenue is not to be trespassed on. During the inspection, contractors should
make a reasonable attempt to identify the hazardous materials onboard; the submitted proposal

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
DOUG SUTHERLAND, Commissioner of Public Lands

REQUEST FOR PROPOSALS

PURPOSE: Washington State Department of Natural Resources (DNR) is accepting proposals and plans for the removal and disposal of three or four vessels located on the Port Washington Narrows tidelands between the Thompson Dr and Pennsylvania Ave street ends. The project will be conducted in accordance with Revised Code of Washington (RCW) 79.100.

PROJECT LOCATION: The vessels are located on the Port Washington Narrows tidelands in Kitsap County between the Thompson Dr and Pennsylvania Ave street ends, adjacent to Penn Plaza Self Storage at 1725 Pennsylvania Ave, Bremerton WA 98337. Please contact the DNR proposals coordinator, listed at the end of this document, with questions.

PROPOSAL DUE DATE: To be considered, proposals must be submitted to the DNR proposals coordinator listed at the end of this document no later than 5:00 pm on Friday May 20, 2005. Postmarks will not be accepted. E-mail and fax copies are acceptable. (Please note that all proposals submitted are subject to disclosure under the Public Records Act—RCW 42.17.250).

EXPECTED PERIOD FOR CONTRACT: Tuesday May 31st through Friday June 24, 2005.

CONTRACTOR SELECTION: Proposals (content described below) will be received from contractors who are licensed to do business in the state of Washington. The proposals and disposal plans will be reviewed for their ability to derive some monetary value from the vessels, either in whole or in scrap, and to be accomplished in an environmentally sound manner, at the most reasonable cost, and in accordance with federal, state, and local laws including the State solid waste disposal provisions embodied in RCW 70.95. DNR reserves the right to reject any of the proposals for budgetary reasons. Proposals will not be accepted from contractors that do not inspect the vessels. Inspection of the vessels by a representative of the contractor is required. The vessels will be available for inspection during normal business hours via the Penn Plaza Storage property (please check in with their front office) or by walking along the beach from the street end of Thompson Drive (go down the stairs at Port Washington Narrows Marina, turn right and go around the point). The property adjacent to State land between Penn Plaza Self Storage and Pennsylvania Avenue is not to be trespassed on. During the inspection, contractors should make a reasonable attempt to identify the hazardous materials onboard; the submitted proposal

should list the likely waste streams and identify their proposed destinations. Bidders should submit a signed affidavit confirming that the vessels have been inspected.

Bidders will be informed whether they submitted the apparent successful proposal by 5:00 pm on Thursday May 26th 2005.

SCOPE OF WORK: The scope of work will include three vessels, names unknown, Washington Registration numbers WN-6992-K and two with unknown registration numbers and may include a fourth vessel with Washington Registration number WN-6090-JB (if this vessel is not removed by its former owner). The Contractor will be responsible for the removal and disposal of the vessels, in accordance with all applicable federal (OSHA) and state (WISHA and L&I) regulations including the solid waste disposal provisions of RCW 79.95. Non-hazardous waste streams must be identified, segregated and disposed of accordingly. The Contractor will be responsible for the disposal of any dangerous/hazardous materials found onboard the vessel and must take all reasonable and prudent measures to ensure containment of any dangerous/hazardous materials to the immediate vicinity of the work area.

The four vessels are each approximately 35 feet long, wood-hulled pleasure boats in various stages of deterioration. One of the vessels (WN-6992-K) has been beached since January. The other three vessels have been there for many years. The vessels are entirely exposed at tides lower than approximately +3.5 MLLW. Access to the site for removal equipment will be via the Penn Plaza Self Storage property, via the Pennsylvania Avenue street end, or from the water. The property adjacent to the tidelands between Penn Plaza Self Storage and Pennsylvania Avenue is not to be trespassed on. The Contractor is responsible for negotiating any necessary access or use with Penn Plaza Self Storage and/or for obtaining a Right of Way permit from the City of Bremerton for use of the street end. DNR will obtain any other necessary permits including the Hydraulic Project Approval from Washington Dept. of Fish and Wildlife.

Note that there are several other derelict vessels and other misc. items at the site; this RFP is only for the four vessels lying directly on the tidelands. The vessels on stilts and those on dry land are not included. See picture at the end of this RFP and call the proposal coordinator if clarification is needed.

Work must be completed by June 24, 2005.

VALUABLE MATERIALS: The proceeds of the sale of any part(s) of the vessels—including scrap value—or of equipment found on the vessels will be remitted to DNR. The contractor may keep any part(s) of the vessel or equipment found on the vessel deemed to be of value only after making full payment to DNR for the part(s) or equipment. The contractor may also accept part(s) of the vessel or equipment found on the vessel as partial payment for services rendered to DNR under this contract. Both the contractor and DNR must agree to the value, in writing, of any items sold or kept by the contractor prior to the start of work. Value gained from the sale of parts of the vessel as scrap, must be inventoried, but can be taken as partial payment for services

rendered to DNR under this contract.

RELATED CONTRACT PROVISIONS: The winning contractor is required to pay prevailing wages to its workers, file a performance security bond, and purchase the necessary insurances. The security performance bond must be equal in value to the total contract amount (the amount bid in the proposal). Alternately, a Letter of Credit for the contract amount, naming the State as beneficiary. A Letter of Credit must comply with Title 62A RCW, Article 5. A savings account assignment may substitute for a performance bond. All insurance and surety bonds should be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Performance security bonds and proof of insurances must be provided within ten (10) business days of successful bid (by 5 pm Monday June 13, 2005) and prior to the start of any on-site work.

The required insurances are:

Commercial General Liability (CGL)

With a limit of not less than One Million dollars (\$1,000,000) per each occurrence. If such CGL insurance contains aggregate limits, the General Aggregate limit shall be at least twice the "each occurrence" limit. CGL insurance shall have products-completed operations aggregate limit of at least two times the "each occurrence" limit.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 (or a substitute form providing equivalent coverage). All insurance shall cover liability arising out of premises, operations, independent contractors, products completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another party assumed in a business contract), and contain separation of insured (cross liability) condition.

Workers' Compensation Coverage.

Contractor shall comply with all State of Washington workers' compensation statutes and regulations. Workers' compensation coverage shall be provided for all employees of Contractor and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which exists out of or in connection with the performance of this agreement. Except as prohibited by law, Contractor waives all rights of subrogation against State for recovery of damages to the extent they are covered by workers' compensation, employer's liability, commercial general liability, or commercial umbrella liability insurance.

If Contractor, subcontractor or sub-subcontractor fails to comply with all State of Washington workers' compensation statutes and regulations and State incurs fines or is required by law to provide benefits to or obtain coverage for such employees, Contractor shall indemnify State. Indemnity shall include all fines, payment of benefits to Contractor or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees.

Longshore and Harbor Worker's Insurance

Certain work or services under this agreement may require insurance coverage for longshore and

harbor workers other than seaman as provided in the Longshore and Harbor Worker's Compensation Act [33 U.S.C.A. Section 901 et seq.]. Failure to obtain coverage in the amount required by law may result in civil and criminal liabilities. Contractor is fully responsible for ascertaining if such insurance is required and shall maintain insurance in compliance with this Act. Contractor is responsible for all civil and criminal liability that may arise from the failure to maintain such coverage.

Jones Act

Certain work or services under this agreement may require insurance coverage for seaman injured during employment resulting from negligence of the owner, master or fellow crew members as provided in 46 U.S.C.A. Section 688. Failure to obtain coverage in the amount required by law may result in civil and criminal liabilities. Contractor is fully responsible for ascertaining if such insurance is required and shall maintain insurance in compliance with this Act. Contractor is responsible for all civil and criminal liability that may arise from the failure to maintain such coverage.

Environmental Impairment and Contractor's Pollution Liability Insurance. Contractor shall maintain in force for the duration of this contract insurance covering losses caused by pollution conditions that arise from the operations of the contractor described under the scope of services of this agreement. Insurance shall apply to bodily injury; property damage, including loss of use of damaged property or of property that has not been physically injured; cleanup costs, and defense, including cost and expenses incurred in the investigation, defense, or settlement of claims. The insurance policy affording these required coverages shall be written in an amount of at least One Million dollars (\$1,000,000) per loss, with an annual aggregate of at least Two Million dollars (\$2,000,000) if the contract is for the removal of a single vessel. If the contract is for the removal of multiple vessels, the per loss limits remain unchanged, but an annual aggregate of at least Five Million dollars (\$5,000,000) is required. The insurance policy shall be endorsed to include as additional insured the State of Washington, Department of Natural Resources, its officers and employees. An insurer acceptable to the Department shall write the policy of insurance.

If coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this agreement, and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 36 months beginning from the time that work under the contract is completed. If the scope of services as defined in the agreement includes the disposal of any hazardous or non-hazardous materials from the job site, the Contractor must furnish to the Department evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting waste under this agreement. Coverage certified to the Department must be maintained in minimum amounts of One Million dollars (\$1,000,000) per loss, with an annual aggregate of at least Five Million dollars (\$5,000,000).

Business Auto Policy (BAP).

Lessee shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than One Million dollars (\$1,000,000) per accident. Such insurance shall cover liability arising out of "Any Auto." Business auto coverage shall be written on ISO form CA 00 01, or substitute liability form providing equivalent coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage and cover a "covered pollution cost or expense" as provided in the 1990 or later editions of CA 00 01. Lessee waives

all rights against State for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

The vessel disposal operations must take place in accordance with all applicable federal (OSHA) and state (WISHA and L&I) regulations, including the solid waste disposal provisions of RCW 70.95.

PAYMENT TERMS: Invoices will be paid within 30 days following receipt of properly completed invoice vouchers. Invoices will show a clear breakdown of the costs, and should include hazardous waste handling and disposal receipts; landfill disposal receipts, and receipts for ancillary costs.

PROPOSAL COMPONENTS: Proposals for the demolition and disposal of three Port Washington Narrows vessels submitted under this request for proposals must address each of the following elements to be considered. The proposal must address the fourth boat in a manner that will make it clear how the bid proposal will be affected by the addition of the fourth boat.

Element #		Element to be addressed
1. Company Information	1.1	Contractor's business name, address, principal place of business, telephone number, fax number, website address, Federal Employer Tax Identification number (FTIN) or Washington Uniform Business Identification number (UBI)
	1.2	Contact details for Contractor's Project Manager, including e-mail address
	1.3	List of previous work experience in the vessel salvage/disposal field
2. Technical Proposal	2.1	Preliminary list of hazardous wastes identified during site/vessel visit
	2.2	Proposed hazardous waste handling procedures for each waste stream (liquid and solid), including the inventory process which will be used for tracking
	2.3	Proposed final destination of hazardous wastes
	2.4	Proposed method(s) of vessel demolition, including proposed equipment
	2.5	Proposed method(s) of hauling/transporting debris
	2.6	Proposed final destination of non-hazardous materials
	2.7	Clean-up procedures for current beach location
	2.8	Plan of Work
	2.9	Work Schedule
	2.10	Changes in cost and proposal with addition of fourth boat
3. Management Proposal	3.1	Proposed management structure for the project, to include anticipated number of Contractor's personnel and their roles

	3.2	Names of sub-contractors to be used
4. Compliance Statements	4.1	Compliance with proposed dates of work—statement that the Contractor has available personnel and equipment to complete the work within the designated period for contract
	4.2	Compliance with DNR's proposed payment terms and invoicing terms
	4.3	Compliance with the required insurance coverages and performance bond. Compliance with delivery of insurances and bond within 10 business days of notification of successful bid
5. Cost Proposal	5.1	Total cost of all work
	5.2	Itemized costs, including at least the following elements: personnel costs; sub-contractor costs; hazardous waste handling and disposal costs; landfill costs; ancillary (yard and material) costs
	5.3	Any equipment or parts of the vessel the contractor wishes to keep and their proposed value
6. Vessel Visit Verification	6.1	Confirmation that a vessel visit was conducted. This can be in the form of a signed affidavit.

Proposals that do not address all of the above elements will not be considered.

PROPOSAL EVALUATION: Correctly submitted proposals will be evaluated on the above elements only. Evaluation will score each proposal based on the following criteria:

- Technical proposal—elements 2.1 through 2.10 above 35%
- Management proposal—elements 3.1 through 3.2 above 20%
- Cost proposal—elements 5.1 through 5.3 above 35%
- Compliance statements—elements 4.1 through 4.3 above 5%
- Experience of the consultant—elements 1.3 above 5%

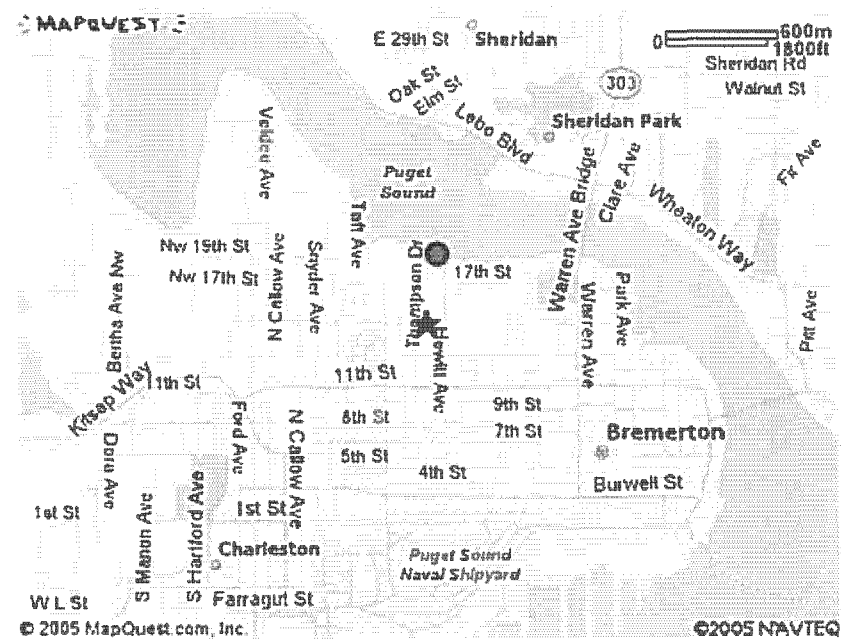
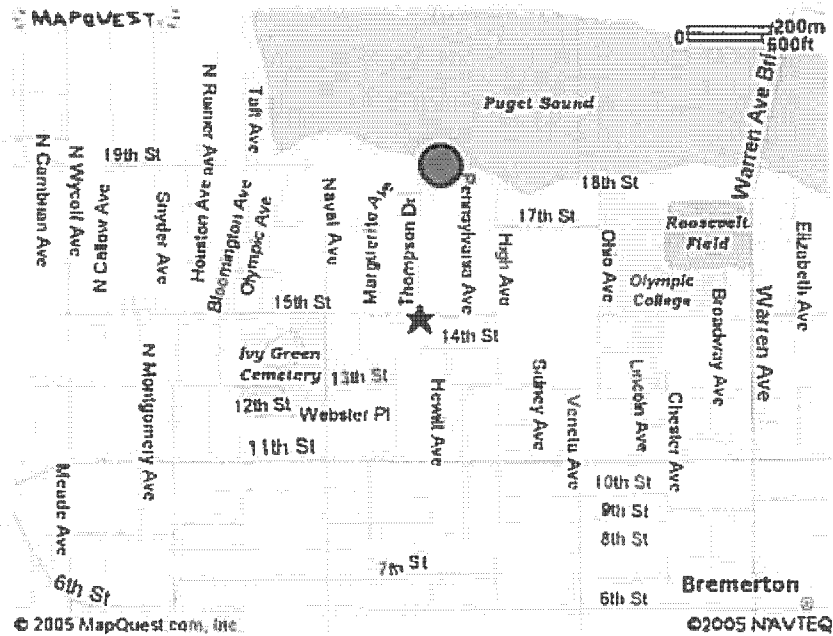
Bidders will be informed whether they submitted the apparent successful proposal by 5:00 pm on Friday May 27, 2005.

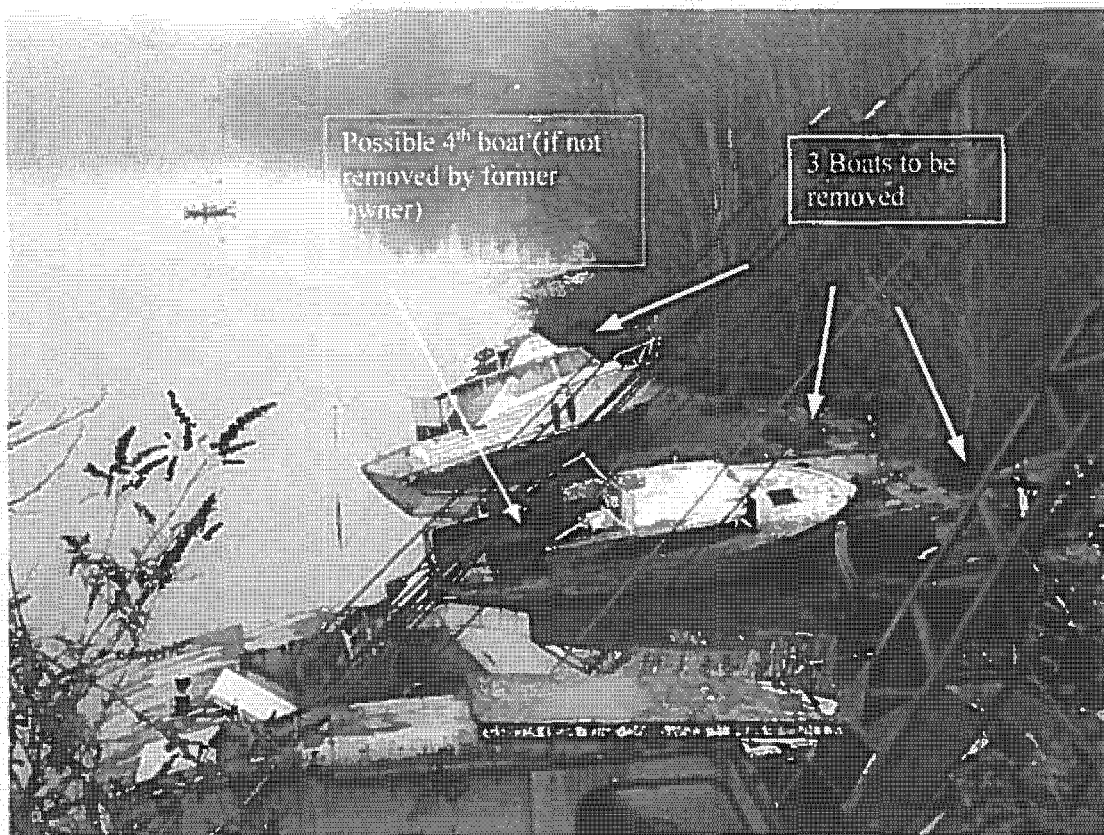
DEBRIEFING PERIOD: Unsuccessful bidders may request a debriefing. The request for debriefing must be made, in writing, within five business days of contract award. (Holidays are not included as business days). Note that all proposals submitted are subject to disclosure under the Public Records Act—RCW 42.17.250.

PROPOSALS COORDINATOR: The Proposals Coordinator is the sole point of contact in the DNR for this Project. All communication between the contractors and the DNR shall be with the Proposal Coordinator, as follows:

Name	Melissa Montgomery
Address	
[Click here and type agreement number]	
Phone Number	(b) (6) cell
Fax Number	(253) 926-8956
Address	DNR Aquatic Resources, 950 Farman Ave
City, State, Zip Code	Enumclaw, WA 98022
E-mail Address	melissa.montgomery@wadnr.gov

**How to find the Port Washington Narrows Vessels
between the steel ends of Thompson Drive and Pennsylvania Ave (red circle on map)
If accessed through Penn Plaza Self Storage please check in at their office.**





From: MELISSA MONTGOMERY
To: MELISSA MONTGOMERY
Date: 5/9/2005 9:09:17 AM
Subject: RFP for Port Washington Narrows Vessels

Attached you will find a Request for Proposals (RFP) for the removal and disposal of vessels off Port Washington Narrows in Bremerton, Washington.

The vessels will be removed with funding from the Derelict Vessel Removal Program.
http://www.dnr.wa.gov/htdocs/aqr/derelict_vessel/index.html The Dept. of Natural Resources, Shoreline District (Aquatics Region) is acting as the authorized public entity.

The RFP will also be posted online at http://www.dnr.wa.gov/htdocs/aqr/derelict_vessel/proposal.html (by Tuesday)

Proposals are due by Friday May 20 at 5pm.
If you have any questions about this removal project please contact me.

Sincerely,

Melissa Montgomery
Aquatic Land Manager
Washington Dept. of Natural Resources
950 Farman Ave N
Enumclaw, WA 98022-9282
360-825-1631 x2020

CC: COURTNEY WASSON; RICK MRAZ

F/V PANTHER DISPOSAL BID REVIEW

1.3	Experience of the Contractor	5	*Give 1 pt if bid addresses this point *Give 2 pts if the bid shows some relevant experience OR 4 pts if the bid shows ample directly-relevant experience (salvage and hazardous waste handling experience)
2.1	Identification of dangerous/hazardous materials	5	*Give 1 pt if the bid addresses this point *Give 2 pts if the bid identifies potential hazardous materials OR 4 pts if the bid gives a detailed list of haz mats identified during vessel inspection
2.2	Dangerous/hazardous materials handling procedures and inventory	5	*Give 1 pt if the bid addresses this point *Give 2 pts if the bid gives an acceptable plan OR 4 pts if the bid gives a detailed breakdown
2.3	Proposed final destination of dangerous/hazardous materials	3	*Give 1 pt if the bid addresses this point *Give 1 pt if the bid provides a basic breakdown with acceptable location(s) OR 2 pts if the bid gives a more detailed breakdown/exceptional proposal
2.4	Proposed methods of vessel demolition, incl equipment	3	*Give 1 pt if the bid addresses this point *Give 1 pt if the bid provides a brief but acceptable plan OR 2 pts if the bid provides a more detailed/exceptional plan
2.5	Proposed methods of hauling /transporting debris	2	*Give 1 pt if the bid addresses this point *Give 1 pt if the bid provides an acceptable plan
2.6	Proposed final destin. of non-haz mats, incl fish. equip	3	*Give 1 pt if the bid addresses this point *Give 1 pt if the bid provides an acceptable plan OR 2 pts if the bid provides a more detailed/exceptional plan (eg addresses sale of items)
2.7	Clean-up procedures for current storage location	2	*Give 1 pt if the bid addresses this point *Give 1 pt if the bid provides an acceptable plan
2.8	Overall Plan of Work scoring	10	*Give 3 pts if the bid provides an actual Plan of Work, breaking down the work into a succession of daily operations *Give 1 pt for each of the elements 2.1 through 2.7, if they are addressed in the PoW
2.9	Proposed work schedule	2	*Give 1 pt if the bid addresses this point *Give 1 pt if the bid provides an acceptable schedule
3.1	Proposed management struc, incl # of pers & roles	8	*Give 2 pts if bid addresses the management structure *Give 2 pts if the bid provides project manager contact details *Give 2 pts if the bid provides details on other personnel *Give 2 pts if the bid breaks down the individual personnel roles

F/V PANTHER DISPOSAL BID REVIEW

3.2	Proposed sub-contractors	12	<p>*Give 2 pts if the bid addresses this point</p> <p>*Give 2 pts each if the bid adequately addresses who will supply the following services: i) heavy plant/cutting equipment ii) hazardous waste handling and disposal ii) haulage iii) non-haz landfill (Note--if the bid clearly addresses the ability of the Contractor to handle the above, 2 pts can be awarded for each)</p> <p>*Give 2 pts if the bid attaches information from sub-contractors</p>
4.1	Compliance with proposed dates of work, incl avail pers	0.5	*Give 0.5 pt if bid states compliance
4.2	Compliance with proposed payment & invoicing terms	0.5	*Give 0.5 pt if bid states compliance
4.3	Compliance with proposed insurance and bond req's	4	<p>*Give 2 pts if bid states compliance with all insurance requirements</p> <p>*Give 2 pts if bid states compliance with security bond requirements</p>
5.1	Total cost of all work	20	"D" VALUE - See Points for Total Cost work sheet
5.2	Itemized costs: pers, sub-contr, haz waste, disposal, landfill, ancillary, tax rate	10	<p>*Give 2 pts each if bid breaks down cost into: i) personnel, ii) sub-contractor, iii) hazardous iv) waste/disposal, v) ancillary costs (Proves that research into actual costs was undertaken, and reduces the risk of the final cost being greater than the bid price. ie no need for contract ammendments)</p>
5.3	Equip/parts of vessel contractor wishes to keep, incl proposed prices	5	<p>*Give 1 pt if the bid addresses this point (even if it states no parts to be kept)</p> <p>*Give 2 pts if the bid provides some financial benefit to the DVRA</p> <p>OR 4 pts if the bed provides significant benefit to the DVRA</p>

Ballard proposal complaints — others don't list contractor's

• ~~was~~ did the

complained that others didn't list contractors

→ they did list them with addresses & phone #

• no indication of how long process will take

• 2 pts for addressing service

3.2

subcontractors listed but don't know what roles

they play other than Barber & GEM

define BDS early on.



2.0 — was hugely comprehensive — not realistic to site

• want +

please log in using a full NDS name & context

SPS, rgn, wcdnr

• where do log in

is there an upper size limit to? vessel reg →
how big do vessels

• when do they need CG reg

• most → USCG, or documented

→ has to be registered w/ DOL
tilling

150

both

have it registered w/ DOL & USCG

Call Janis Snow

From: RICK MRAZ
To: MONTGOMERY, MELISSA
Date: 6/17/2005 10:01:55 AM
Subject: Port of Seattle

Hi Melissa:

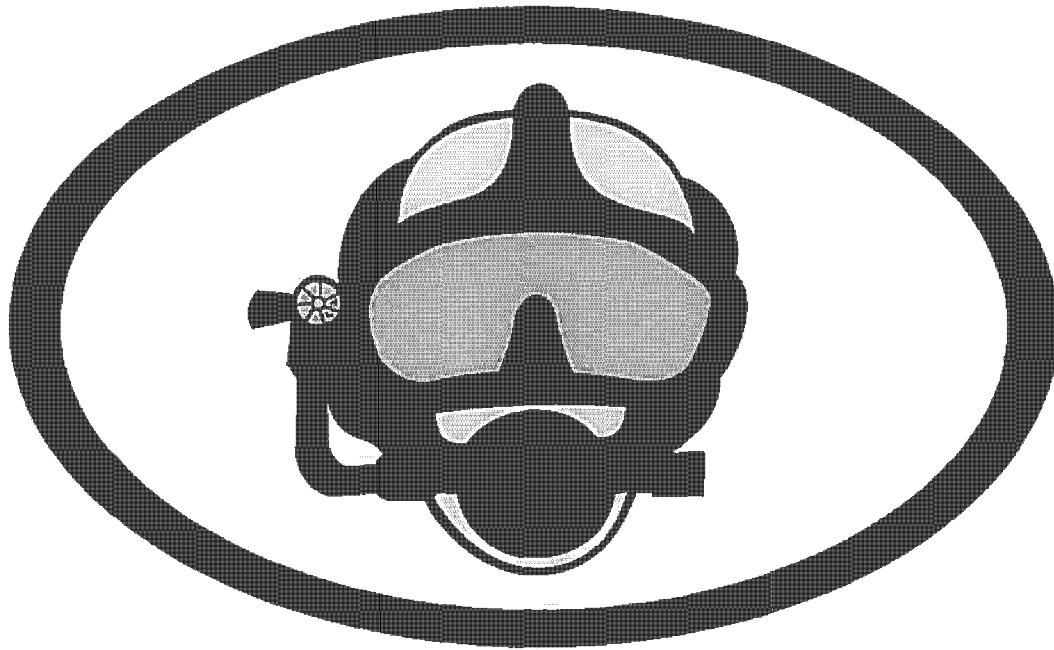
I left a message with Anne Purcell, attorney with the Port of Seattle, regarding the two derelict vessels at Riverview Marina. Anne handled a previous derelict vessel case for the Port (vessel: *Wolf Chyld*), which was eventually removed by its owner. Hopefully she'll have interest in these two at Riverview.

Rick

Rick Mraz
Aquatic Resources Program Coordinator
Tel: (360) 902-1574
Fax: (360) 902-1786
E-mail: rick.mraz@wadnr.gov

Aquatic Resources Division
Washington State Department of Natural Resources
PO Box 47027
1111 Washington St SE
Olympia
WA 98504-7027

BLACKWATER MARINE, LLC



NIKISKI, AK ~ SEATTLE, WA

**Proposal for Services
Disposal and Transport of
vessels in Port Washington Narrows**

**Prepared for:
Wa Dept of Natural Resources**

May 20, 2005

**Submitted by:
Blackwater Marine**

REQUIRED ELEMENTS

1. Company Information

1.1:

Blackwater Marine
12019 76th Place NE, Kirkland WA 98034
W: (425) 828-6434 Fax (425) 827-2105
www.blackwatermarine.com
92-0171499 fed I.D
602-107-807-000 UBI

1.2:

Project Manager, Blackwater Marine, George Lulham
W: (425) 828-6434 Cell (b) (6)
george@blackwatermarine.com

Project Supervisor, Blackwater Marine, Gary Allen
W: (425) 828-6434 Cell (b) (6)
gary@blackwatermarine.com

1.3

Blackwater Marine (herein referred to as "contractor") is a locally manned underwater construction, inspection, and salvage company with over 20 years experience diving in the world's harshest environments. They have the technical skills, cranes, barges, and marine equipment to safely and competently achieve the most demanding projects. Blackwater has worked on a number of salvage projects over the past years where environmental compliance, safety concerns and cost effectiveness have all been at the forefront of the project's goals. Noteworthy examples include the removal and disposal of a 50+ ft derelict vessel in Oro Bay of 2004 for DNR. A second project involved the search and retrieval of a private jet that crash landed in the waters of Penn Cove on Whidbey Island. Blackwater conducted the salvage by bringing the aircraft to the surface for repair and restoration with great appreciation from the owner. A third recent project involved the response to a sunken derrick crane and barge that flipped near the entrance to the Ballard Locks. Blackwater conducted all diving operations to lift the vessel to the surface. Both projects had close scrutiny by the US Coast Guard and Wa Dept of Ecology while meeting the overall needs of the customer. Through these recent projects Blackwater has gained a level of proficiency unmatched by other providers in meeting the needs of the DNR abandoned vessel program.

2 Technical Proposals

2.1 During our initial site visit on 5/8/05 the following hazardous waste was present but may not be limited to:

Marine type D8 - 12 volt batteries

Blackwater Marine, LLC

Hydraulic fluid in lines
Oil in engines and lines

2.2

Prior to commencing work, a hazmat collection area will be established in a lined and bermed section of the deck barge. All hazardous materials will be collected and segregated in this section to prevent accidental spills and isolate it from the non-hazardous waste stream. Boom will be deployed around work area holding in the construction debris, loose flotsam, and any sheen that emanates from the vessels during the salvage operation. A stockpile of sorbent materials (4 bales each of sorbent sweep, pads, and sorbent boom) will be stock piled on scene to ensure that any release will be quickly responded to.

Upon arrival our staff will begin the process of removing the hazardous materials, trash, and scrap metal present on the decks and accommodation spaces. All hazardous wastes including fuel residue in the tanks and machinery spaces will be characterized, packaged for transport if needed, and shipped to appropriate recycling and disposal facilities. At a minimum this will include the disposal of diesel contaminated water, and hydraulic oil.

Lines, tanks, and equipment will be drained and flushed as needed to be clear of oil or hydraulic fluid prior to the demolition of the hull. A pump with 55 gallon drums will be utilized to access the tanks, machinery space and bilges to remove any liquid pollutants and store it for disposal if present.

All waste will be transported using appropriately licensed class C, B, or A DOT operators with the applicable Hazmat endorsement. All waste will be documented on a Hazardous Waste Manifest signed by the generator, the transporter, and the reception facility. All the Vac trucks and stake beds will have the proper placarding if required for transportation on the state highway system.

2.3 Destination of hazardous waste

All applicable solid waste hazmat will be consigned to ROMIC of Tacoma, WA for the generation of hazardous waste profiling and final disposal. Any batteries found on board will be delivered to Dyno Batteries in Seattle for recycling. All petroleum contaminated liquids (diesel, lube oil, hydraulic) will be tested for contaminants and transported to Foss Maritime terminal for recycling / reuse/ or disposal

2.4 Vessel demo

The contractors will utilize a 42' x 120' self propelled derrick barge with a 60 ton crane and MD300 excavator which they will spud down in front of the vessels. Crews will begin by locating and removing any hazardous materials and large loose debris that may obstruct or hinder vessel from being loaded onto barge. With the crane, the vessels that are capable of being removed in one piece will be loaded on the barge. The vessels that are more severely deteriorated will be removed with the excavator into 20yd containers. Once the barge, with the vessels are back in Seattle the remaining vessels will be crushed with the excavator and loaded into containers for transport to a landfill.

Blackwater Marine, LLC

2.5 Hauling debris

Upon return to the shipyard in Seattle, and vessels are loaded into containers each 20' container of debris will be loaded onto a roll-off truck. The boxes will be transported off site to an approved waste collection facility (Waste Management or Rabanco) for eventual internment in the class D landfill in Arlington, OR. The mixed waste debris (minus the recyclable metals and hazmats) will be weighed at the transfer station for accurate measurement of total materials delivered there. It is estimated that as much as 50 tons of material will require disposal, but any values less than that will be reimbursed to DNR if Option B is implemented.

2.6 Final destination of waste

The components of the vessel will be segregated to maximize environmental concerns while minimizing project costs. Although there may be some salvage value in the machinery and deck gear, it is assumed that its submergence in salt water makes these systems unreliable and therefore of questionable value. With that in mind, it is assumed that all material will be segregated as either a metal for recycling or other waste for landfill disposal.

The scrap metal will be segregated from the solid waste and delivered to Schnitzer Steel for recycling at no cost.

Remaining solid waste will be consigned to Waste Management or Rabanco in Seattle for internment as per section 2.6. Pricing and waste profiles have already been established with both facilities based on prior projects with similar scope.

2.7 clean up

Due to other vessels on the work site that are not to be removed the most effective way for the clean up of the beach after removal will be to take pre work photos of area at low tide and photos after completion of removal to determine and verify that any and all debris left are not from removed vessels. These photos will be available to DNR after job completion.

2.8 Plan of work

If awarded the winning position under the specification, the contractors will prepare a detailed Site Safety Health Plan, and initiate the required documentation for performance bonding and insurance coverage.

The project will involve the initial loading and mobilization of the work barges in Seattle Wa. This includes power saws, support skiffs, pollution boom, sorbent materials, MD300 excavator, 20yd containers and provisions for this multi day activity. The vessel will transit to Port Washington Narrows as tides allow and be in position the following day to commence removal operations. Using the crane crews will lift and remove, in one piece, vessels onto deck of barge. The more deteriorated boats will need to be loaded into containers using the excavator.

A pollution prevention team will install a primary boom around the boats as a layer of protection while the hazmat removal activities commence. A designated skiff with pollution

recovery equipment will be on station throughout the entire operations to immediately respond to any petroleum releases that occur during the project operations during a higher tide.

The fuel tanks, hydraulic lines and lube oil will be plumbed to pump any remaining petroleum into storage drums waiting on the surface. Crews will load any solid hazmats (oil drums, paint, batteries) into a wire basket that will be hoisted onto the support barge for storage in the segregated hazmat area. Crews will then place 16" web straps under the keel both fore and aft in preparation for lifting. The vessel(s) will then be picked up onto barge deck. Crews will conduct a final survey of the beach while picking up any stray materials that fell from the vessel. Photos will be made available to the WA DNR or other interested stakeholders as evidence of a completed job.

Once all material is off the beach the pollution boom will be removed and loaded onto the deck and the barges will lift their spuds in preparation for departure. The barges (with work crews on board) will continue to dismantle the hull and complete paperwork while underway back to Seattle. Once moored at the shipyard, using the excavator the vessel(s) will be crushed and loaded into containers and sent to the landfill, the recyclables will be donated to a receiving facility, the liquid hazmats will be donated to Foss Maritime for reprocessing, and any applicable household hazardous goods will be disposed of as per federal and state requirements.

2.9 Work Schedule.

The overall objective is to complete the project over a 4 day window when low tides are projected during daylight hours. The overall scope includes:

Day 1 – Mobilization and loading at the terminal. Transport of barge and vessels to work site in Port Washington Narrows.

Day 2 – hazmat removal, removal of loose deck rigging, and initial demolition.

Day 3 – rigging and lifting of vessel(s) on to deck of barge. Loading of vessel(s) with excavator into containers.

Day 4 – rigging and lifting of vessel(s) on to deck of barge. Loading of vessel(s) with excavator into containers. Conduct final survey. Depart for Seattle.

Day 5 – Arrive Seattle. Offload recyclables and hazmats. Demo and load vessel into dumpsters for disposal at designated facilities. Clean and sweep work area. Demobilize from work zone. Complete DNR paperwork.

2.10 cost changes

If there is a fourth boat to remove Blackwater marine will implement option B: for the cost changes occurred by labor hrs and disposal costs.

3.1 Management Proposal

The management structure of the project will be Project Manager George Lulham and project supervisor Gary Allen. The Blackwater crew will include 3 demolition laborers and pollution response personnel, vessel operator, an equipment operator, a dive tender, and a rescue diver.

3.2: Subcontractors on this project will include:

Blackwater Marine, LLC

- Solid waste disposal will be performed by Waste Management Inc. of Kirkland WA. (425) 481-6205
- Liquid waste disposal will be performed by Foss Maritime of Seattle Wa. (206) 281-3754
- Manifesting and disposal of hazardous waste by Romic Inc. of Tacoma Wa. (888) 242-8592
- Recycling of metals will be coordinated by Schnitzer Steel of Tacoma Wa (360) 838-0151
- Recycling of batteries by Dyno Batteries of Seattle, WA (206) 283-7450
- All other labor will be provided by NRC & Blackwater personnel. (800) 33-SPILL

4.1 Compliance Statements

Blackwater marine LLC has the necessary equipment and skilled personnel with experience in vessel demolition, hazardous waste disposal and transportation to complete the removal of the Port Washington Narrows Vessels within the designated period of the contract.

4.2

Blackwater will comply with the DNR invoice terms by providing a single invoice with a clear breakdown of the costs including, hazardous waste handling and disposal receipts, landfill disposal receipts, and receipts for ancillary costs.

4.3

Blackwater marine LLC will comply with the DNR insurance coverage and performance bond requirements. Blackwater marine LLC will deliver the proof of insurance and bonding within 10 business days of notification of successful bid.

5. Cost Proposal

While we have prepared pricing based on the Specification on the removal of 3 vessels. Should Blackwater marine be requested to remove the 4th vessel option B will be used. Please note the following assumptions we are making in relation to the work and our pricing:

- Waste and recyclable materials on the vessels are pre-existing to the work, and have not been generated by Blackwater marine. In managing these materials for DNR, Blackwater marine will not take generator liability or title to them.
- All laborers will be paid using the Labor and Industries Prevailing Wage scale for Pierce County.
- Our proposal is contingent on the negotiation and execution of a mutually acceptable contract to address the work.
- Should the project become impossible or impractical to complete because of permitting or other reasons, Blackwater marine shall be paid accordingly for all costs expended and committed, including reasonable profit margins.
- Pricing is contingent on non-interference with the work by others for whatever cause.
- We are assuming that no noise or working hour restrictions apply to our operations when conducted during typical business hours (0700-2100).

- 5.1 Total cost of work Option A: \$52,216.24
Total cost of work Option B: \$63,906.16

5.2	Itemized costs OPTION A:	
	Personnel Costs including lodging and per diem	\$21,340
	Equipment for demolition and support	\$18226
	Subcontractor Costs	\$0
	Dangerous / Hazardous Waste Handling and Disposal	\$0
	Landfill & Transportation Costs	\$ 7,712
	Ancillary (yard, material, PPE, bonding)	\$ 981
	Tax Rate (8.2%) and Cost	\$ 3957.24
	Valuable Materials	\$0
	<u>Total</u>	<u>\$52,216.24</u>

	Itemized costs OPTION B:	
	Personnel Costs including lodging and per diem	\$25,819
	Equipment for demolition and support	\$23,211
	Subcontractor Costs	\$0
	Dangerous / Hazardous Waste Handling and Disposal	\$0
	Landfill & Transportation Costs	\$ 8,941
	Ancillary (yard, material, PPE, bonding)	\$ 1,092
	Tax Rate (8.2%) and Cost	\$ 4,843.16
	Valuable Materials	\$
	<u>Total</u>	<u>\$63,906.16</u>

5.3 Valuable Equipment

Although there may be some salvage value in the machinery and deck gear, it is assumed that its submergence in salt water makes these systems unreliable and therefore of questionable value. With that in mind, it is assumed that all material will be segregated for disposal or recycling and there will not be any material whose resale value justifies the labor involved to find interested buyers.

6. Vessel Visit Verification

A vessel visit was conducted by George Lulham, and Malinda Lulham on 3/15/2005. Blackwater marine took the prudent steps of accurately bidding the job based on its true size and scope of work rather than relying on the photos and information given in the bid documents alone. DNR should take this additional information into consideration when assigning points to the bidder to avoid last minute change orders if based on low bid alone.

The Blackwater marine bid (Option A) is based on the specifications as per the Request for Proposals dated May 20, 2005. If upon award of the project both DNR and Blackwater marine confirm that the 4th vessel needs to be removed, Blackwater marine will request a change order to reflect the true scope of work and submit our Option B to cover the additional day of activities (Labor, equipment and disposal) needed.



Bob Rouleau

206-782-6750
fax 206-782-8944

divers@ballarddiving.com
1525 NW Ballard Way
Seattle, WA 98107-4712

State of Washington
Department of Natural Resources
Salvage Proposal
Prepared by
Ballard Diving & Salvage, Inc.

Ballard Diving & Salvage, Inc.
1525 NW Ballard Way
Seattle, Washington 98107
Voice: 206 782 6750
Fax: 206 782 8944
E Mail Divers@Ballarddiving.com
Date: May 19, 2005
Contact: Bob Rouleau

Ballard Diving & Salvage

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Ballard Diving & Salvage

Introduction;

The following is a response to your request for a proposal to salvage the three or four vessels located on the Port Washington Narrows tideland between the Thompson Dr. and Pennsylvania Ave street ends. This area is adjacent to Penn Plaza Self Storage at 1725 Pennsylvania Ave, Bremerton, Way 93337.

The following proposal outlines our proposed method of salvage and associated costs and includes your outlined proposal components.

Scope of Work

The scope of work is summarized as follows:

1. Remove and dispose of three vessels, names unknown, Washington Registration numbers WN 6992-K and two with unknown registration number and may include a fourth vessel with Washington Registration number WN 6090JB (if this vessel is not removed by its former owner) vessel in accordance with all applicable regulations
2. Non hazardous waste streams must be identified, segregated and disposed of in accordance with federal and state laws
3. We will be responsible for identification and disposal of dangerous and hazardous materials found on-board and ensure containment of such substances to the immediate vicinity of the work area.
4. The four vessels are each approximately 35 feet long, of wood construction in various state of deterioration.
5. We understand the Contractor is responsible for negotiation any necessary access or use with Penn Plaza Self Storage and / or for obtaining a Right of Way permit from the City of Bremerton for use of the street end. DNR will obtain other necessary permits including the Hydraulic Project Approval from the Washington Department of Fish and Wildlife.
6. Work must be completed by June 24, 2005.
7. If contaminants are found on board, the area will be boomed to contain any spills

Valuable Materials

Your proposal requests that we identify any items or equipment found on the vessel that may have monetary value. In accordance with your proposal, both the contractor and DNR must agree to the value of any items sold or kept. Such documentation shall

Ballard Diving & Salvage

be in writing. This inventory can be taken as partial payment of services rendered to DNR under this contract.

Related Contract Provisions

It is our understanding that we are required to pay prevailing wages to our workers, file a performance security bond and purchase and supply proof of necessary insurance. Ballard Diving & Salvage carries L & I, US L & H, Jones Act or MEL insurance, Commercial General Liability, Protection and Indemnity Insurance, Environmental Impairment and contractors Pollution Insurance and finally Marine Vessel Pollution Liability Insurance. As well, we carry owned and non – owned automobile insurance to or exceeding the limits as outlined in your proposal.

All of these points have been reviewed by our broker, International Special Risks Insurance of Boston, Mass and we have been assured that we meet or exceed all insurance requirements. Prior to the start of work, insurance with DNR as named insured will be sent to your office within ten (10) business days of the successful bid and prior to the start of any on site work

Proposal Components

Following your format for ease of comparison to our conformity to your proposal, we have listed below your requirements

Company Information

1.0 Company Information

Ballard Diving & Salvage, Inc.
1525 NW Ballard Way
Seattle, Washington 98133
Principal place of business, 1525 NW Ballard Way,
Seattle, Washington
Telephone Number: 206.782.6750
Fax Number: 206.782.8944
Web site Address: Info@BALLARDDIVING.COM
Federal Employer tax identification number 91-1505213
Washington Uniform Business Identification number (UBI) 601 290
001

1.2 Contact Details for Contractors Project Manager, including e mail address:

Project Manager: Richard D. Benson
E mail address: Divers@ballarddiving.com

Ballard Diving & Salvage

1.3 List of previous related work experience in vessel salvage/disposal field

1.3.1 Introduction

Ballard Diving & Salvage, Inc. and its management team have been involved in over 150 boat/ barge/ vessel/ aircraft/ body salvages over the past 25 years. Some of our more noteworthy projects that demonstrate our capabilities have included the following:

Ballard Diving & Salvage

Table 1
Proof of experience

Type of salvage	Location	Description
Fishing vessel	Seattle, Washington	Salvage of 375 ton long liner fishing vessel that rolled over on dry dock
Salvage and documentation of boats	Seattle Marina, Seattle, Washington	Fire destroyed and sank 14 vessels at the Seattle Marina in Lake Union. This was an exceedingly challenging job as we had multiple owners, agencies, insurance companies and the damage to the boats made conventional salvage methods non usable. All work was accomplished to the satisfaction of all with, most importantly, no injuries or environmental damage
Various other salvages	Washington State	Our web site lists several other salvages complete with photos that demonstrate our ability to carry out salvage under severe weather conditions and severe water states in a safe, OSHA compliant and environmental safe method

Technical Proposal

2.0 Preliminary list of potential dangerous / hazardous materials

- 2.1.1 Bottom paint
- 2.1.2 Potential of lead in bottom paint
- 2.1.3 Asbestos around engine shroud
- 2.1.4 Mercury in thermometers, instruments

Ballard Diving & Salvage

- 2.1.5 Toxic metals in computer or video monitors
- 2.1.6 Kerosene
- 2.1.7 Propane
- 2.1.8 Diesel
- 2.1.9 Engine oil
- 2.1.10 Antifreeze
- 2.1.11 Freon
- 2.1.12 On board supplies of solvents, paints, lubricants

2.2 Proposed spill containment and spill response procedures

- 2.2.1 Initially a pre salvage survey will evaluate the amount of fuel on board, if any, which has the most likelihood of dispersing during the salvage. Fuel vents and inlets shall be plugged and secured to prevent fuel from escaping.
- 2.2.2 An oil boom will be placed around the vessel and a containment area will be built on the bow of the crane barge.
- 2.2.3 Absorbent pads will be on hand and proper disposal containers will be available. Boat support will be available to help with anchoring the boom and spreading and retrieving the contaminated pads.
- 2.2.4 Each product has a specific procedure and waste streams have not been designated as hazardous or non hazardous, therefore we will use only audited and approved TSDF's

2.3 Proposed final designation of dangerous / hazardous wastes: We would utilize General Environmental Management Inc., 18930 Des Moines, Memorial Drive, Sea Tac Washington as our disposal sub-contractor.

2.4 Proposed method of vessel removal and demolition including proposed equipment

2.4.1.1 Crane positioned to lift vessel

2.4.1.2 Deploy oil boom

Ballard Diving & Salvage

2.4.1.3 Conduct pre salvage survey and identify any hazardous materials or sources of fuel pollution. Identify any dangerous conditions on board that could lead to an accident or dangerous situation during the lifting stage of the salvage i.e. loose equipment on deck, cracks in hull, loose guard rails.

2.4.1.4 Diver attaches slings and secures slings to minimize horizontal movement. Straps will be attached to a spreader bar to prevent crushing of the vessel. A third strap may be placed amidships if deemed appropriate.

2.4.1.5 Divers use crane to remove loose rigging or sections of the boats

2.4.1.6 The vessels will slowly be brought to the surface to where the gunwales are just above water line.

2.4.1.7 Salvage pumps will dewater the interior of the vessel and pumping into inside the containment boom.

2.4.1.8 Once the majority of the water has been evacuated pads will spread to absorb any oil lying on the surface of the water prior to final pumping.

2.4.1.9 Patching material will be on hand to seal any leaks on the hull.

2.4.1.10 The vessel will then be lifted onboard the bow of the crane barge and placed in the containment area, blocked and secured.

2.4.1.11 No one will enter the vessel has been tested. BDS has the appropriate

• why raising it at high tide?
using divers

~~water is~~

work schedule doesn't
match text

confined space testing equipment and SCBA's.

good idea to
use magnet

2.4.1.12 Demolition will be accomplished as previously described at Barbee lumber location.

2.5 Proposed method of hauling and transportation of debris. The boats will be transported by barge to Barbee Lumber, where will be broken up into manageable pieces and crushed. Any hazardous materials or non land fill acceptable debris will be disposed in the approved fashion. All shall be documented and disposed off in accordance with applicable regulations and safe practices.

2.6 Non-hazardous materials will be disposed of at an acceptable landfill.

2.7 Care shall be taken to remove all traces of the derelict boats from the beach. This will include a magnet to pick up small ferrous hardware and physically removing any wood debris from the boats.

2.8 Plan of Work

2.8.1 Our plan of work is previously outlined in 2.4

2.9 Work Schedule

Table 2

Work Schedule

Step 1	Survey the vessels at low tide and remove all hazardous materials and log quantity and type. Transfer using approved removal devices and put into approved containers.
Step 2	Use crane to remove loose material from boats
Step 3	Rig boats at low tide using crane to slide slings under boats
Step 4	If easier rig boats at high tide using crane to assist in sliding slings under boats
Step 5	Raise boats and place on bow of crane barge

Ballard Diving & Salvage

Step 6	Clean up beach area of debris or metal
Step 7	Move barge to Barbee Lumber and unload boats for crushing and demolition
Step 8	Convey hazardous waste to disposal agent
Step 9	Convey non hazardous to suitable land fill

2.10 Changes in cost and proposal with addition of fourth boat

2.10.1 The addition of the fourth boat will not substantially change the overall proposal. Instead of picking 3 boats we will pick 4.

2.10.2 The salvage of an additional boat will add \$ 7,000.00 in costs to our proposal, provided the salvage of the 4th boat is done concurrently with the other three boats.

Management Proposal

3.0 Our proposed management structure is as follows:

Table 3

Management Structure

Name	Position	Office number	Cell number
Rick Benson	Project Manager	206 782 6750	(b) (6)
Bob Rouleau	Contract Manager / Safety Officer	206 782 6750	(b) (6)
Duane Black	Dive Supervisor	206 782 6750	(b) (6)
Erick T. Benson	Vessel Operations	206 782 6750	(b) (6)
Alternate 1	Standby diver		
Alternate 2	Tender		

Note: 1 We have a number of qualified drivers and tenders and in keeping with WISA and OSHA we are required to have 3 diving personnel on site.

3.1 Names of subcontractors

3.1.1 Northern Marine & Salvage

DNR Salvage Proposal of Boats @ Port
Washington Narrows Tidelands

- 3.1.2 General Environmental Management Inc
- 3.1.3 Rinker Materials, Inc.
- 3.1.4 Barbee Lumber

Compliance Statements

3.2 Ballard Diving & Salvage has the personnel and equipment to complete the project prior to the June 24, 2005 deadline. Subcontractors are also aware of the period the project is to be completed in and can adhere to the due date.

3.3 Ballard Diving will comply with the Department of Natural Resources proposed payment and invoicing terms. All invoices will show a clear breakdown and all waste and disposal receipts shall be provided.

3.4 Ballard Diving & Salvage, Inc. has the required insurance coverage and will maintain that coverage throughout the contract period. We will submit various certificates of insurance and satisfy the related contract provisions within 10 business days upon award of contract. BDS is aware and agrees to pay prevailing wages.

BDS personnel are trained 40 hour hazwoper training course and one individual has hazwoper supervisor certification. All personnel meet the US Army Corps diving certification and have CPR, 1st aid, Oxygen administration and dive accident management certifications which are all current.

5.0 Cost Proposal

The cost of all work is outlined in Table r. No estimate can be made of any parts or equipment until the vessel has been salvaged and the components identified and evaluated.

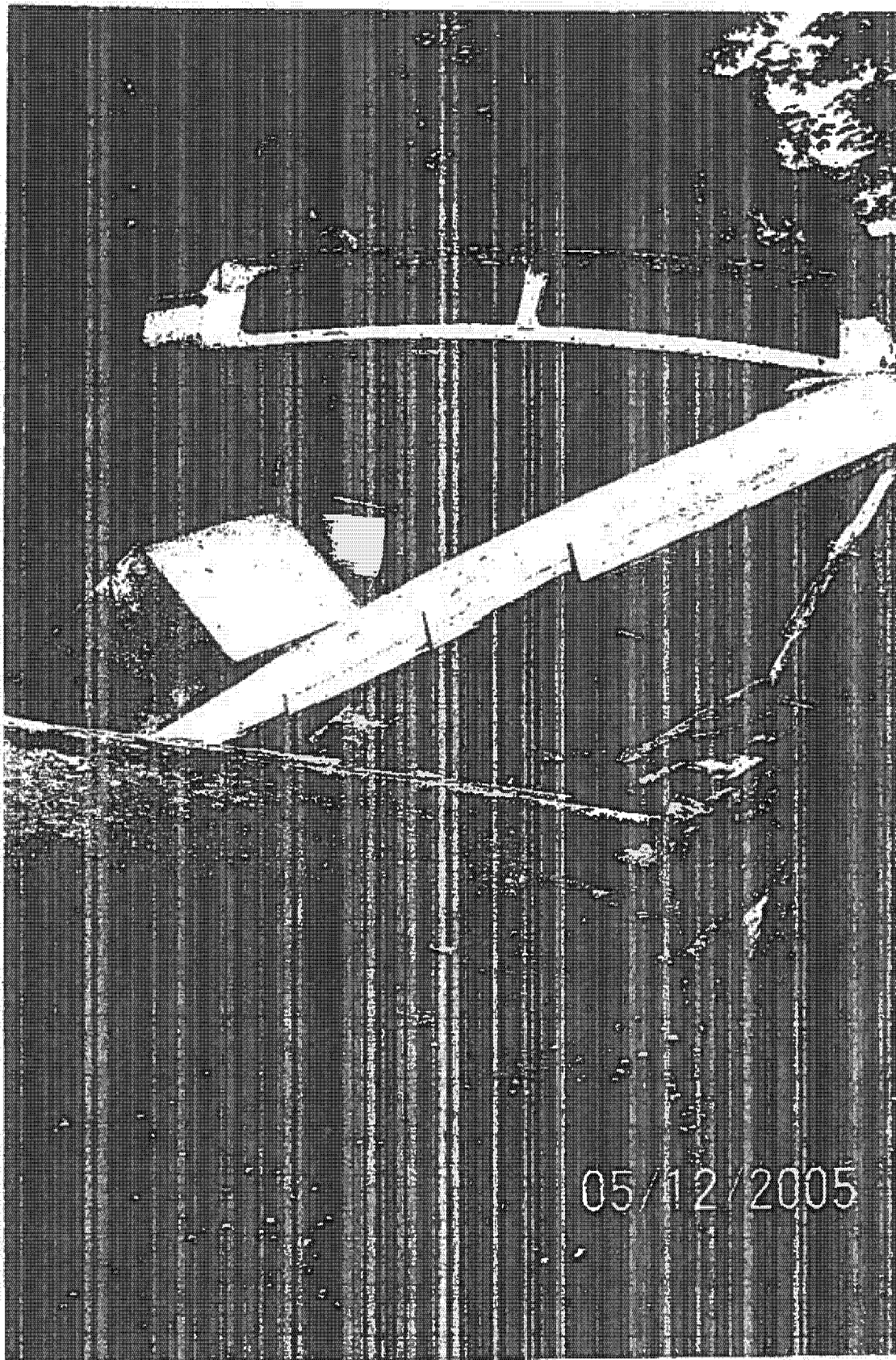
5.1 and 5.2

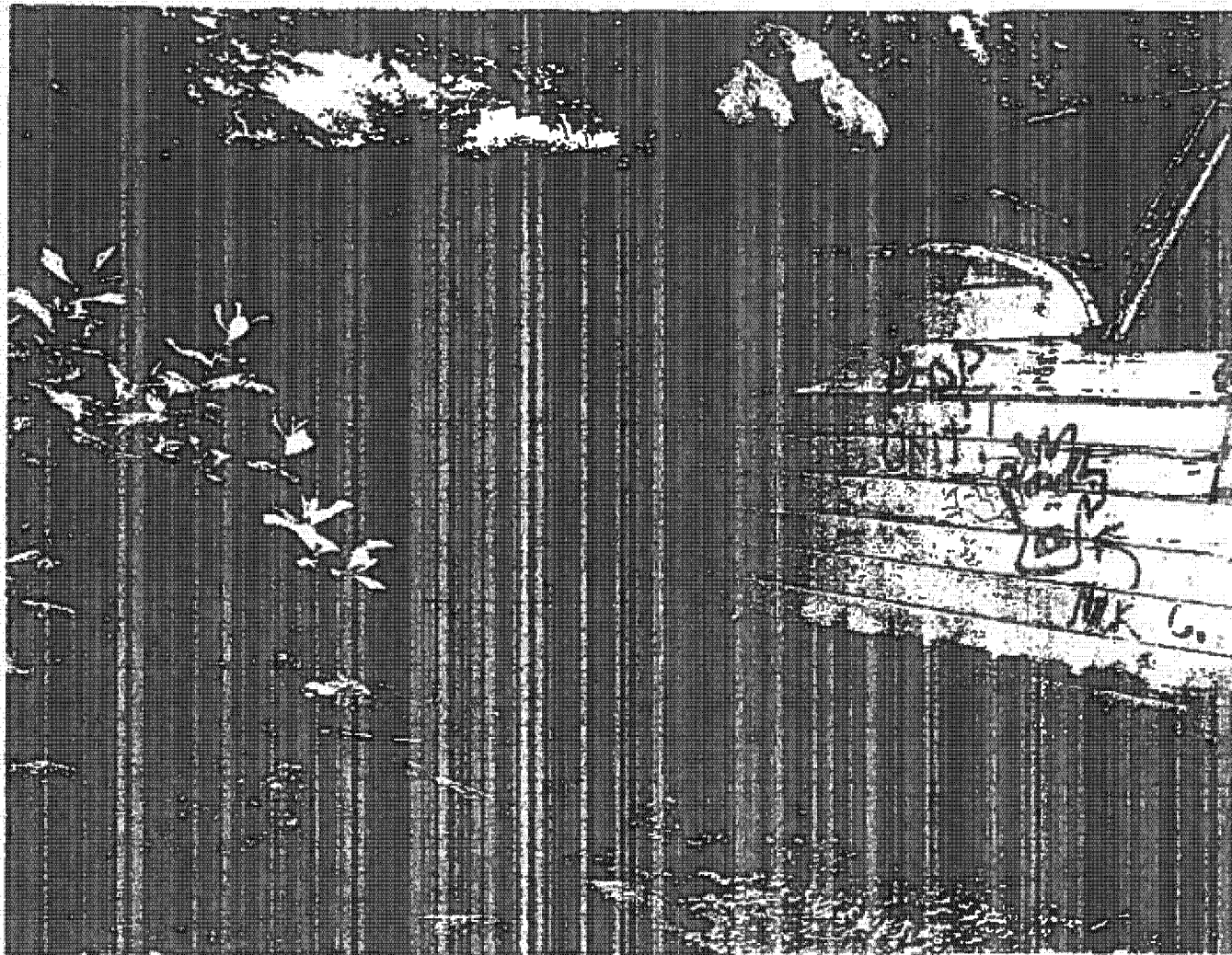
Table 4
Cost Proposal

Total cost of work:	\$43,634.00
In house personnel costs	\$13,108.00
Subcontractor costs	\$13,800.00
Equipment costs	\$4,450.00
Hazardous waste handling and disposal costs	\$3,000.00
Landfill costs	\$3,000.00
Ancillary costs	\$3,178.00
Sales Tax	\$3,098.00

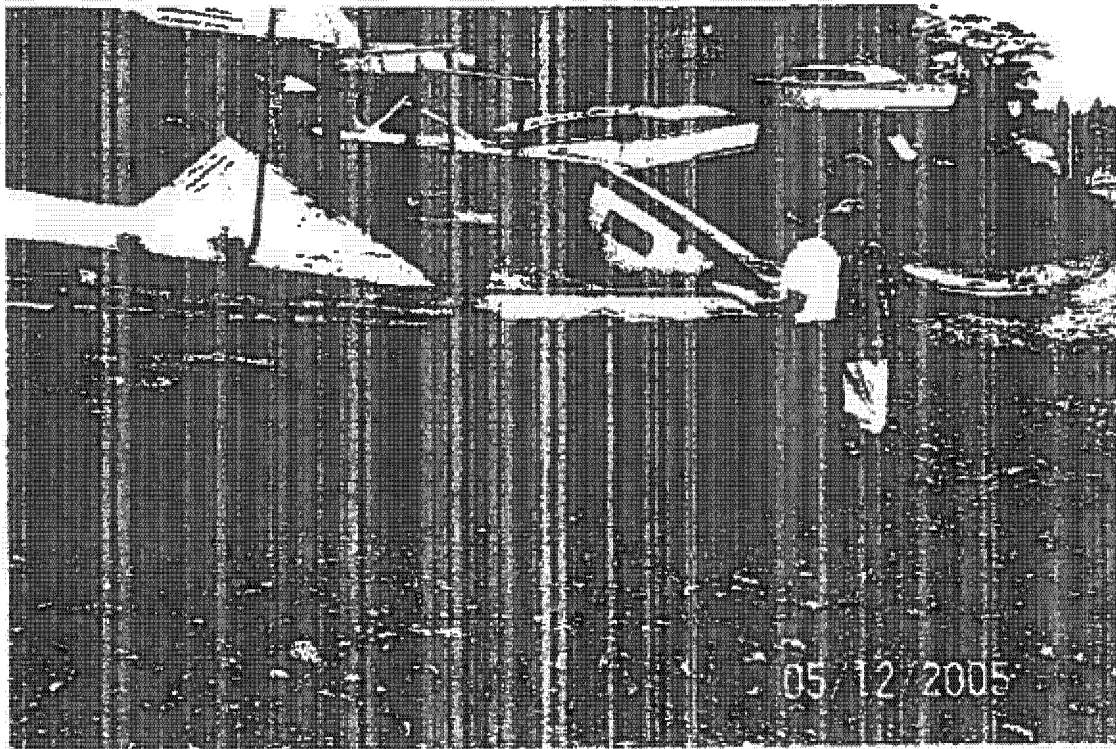
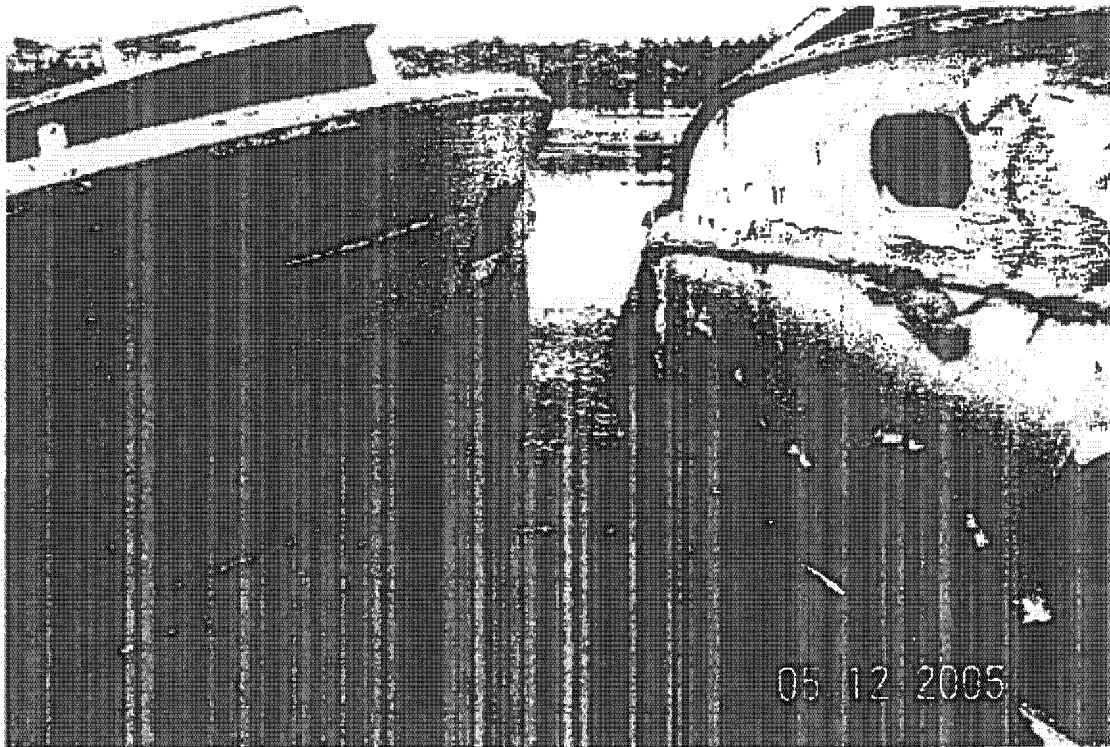
5.3 It is doubtful that there is any part, of any of the 3 or 4 vessels that we would wish to keep, based on our original inspection.

6.0 Prior to the submission of this proposal BDS carried out an inspection of the vessels. We transmitted our intent to do this inspection and took photographs to prove we carried out this inspection on May 12, 2005. Samples of photographs are as follows. We have submitted these photographs in lieu of a signed affidavit.

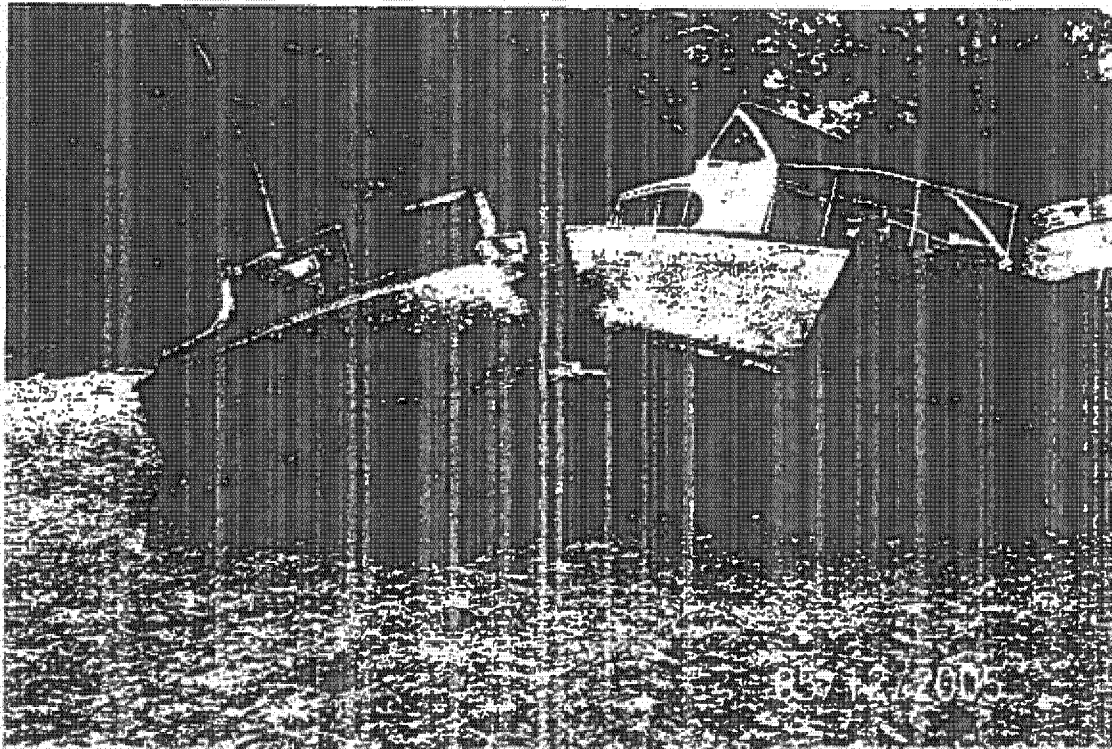




Ballard Diving & Salvage



Ballard Diving & Salvage





WASHINGTON STATE DEPARTMENT OF
Natural Resources

DOUG SUTHERLAND
Commissioner of Public Lands

FACSIMILE COVER LETTER

To: Randi Thurston WDFW

Telephone:

Fax: 360 876 1894

From:

Shoreline District Aquatics Region
950 Farman Ave N.
Enumclaw, WA 98022-9282

Sender's Name:

Melissa Montgomery
253-797-5146

253 926 8956
~~360 825 1672~~

Telephone: (360)825-1631 **TTY:** (360)825-6381 **Fax:** (360)825-1672

Date: 5-9-05

Time: 6pm

Total number of pages (including cover sheet): 8

Description:

JARPA for SESCO boat removal. DNR has determined that
derelict vessel removals are ^{SEPA} exempt under RCW 197 11,800 (2a & d)
because it is an enforcement of RCW 79A.100 and an abatement
of a nuisance. If you need more detail on anything in the JARPA
give me a call. Thanks! If you want color photos I'll e-mail
them to you.

Melissa



WASHINGTON STATE DEPARTMENT OF
Natural Resources

DOUG SUTHERLAND
Commissioner of Public Lands

FACSIMILE COVER LETTER

To: City of Bremerton Robert Grumbach
Planning Dept

Telephone: 360 473 5275

Fax: 360 473 5278

From:
Shoreline District Aquatics Region
950 Farman Ave N.
Enumclaw, WA 98022-9282

Sender's Name:
Melissa Montgomery
253 797 5146

Telephone:(360)825-1631 **TTY:**(360)825-6381 **Fax:**(360)825-1672

Date: 5-9-05

Time: 6pm

Total number of pages (including cover sheet): 8

Description:

JARPA for Shoreline Exemption for removal of derelict vessels adjacent to the Sesko property.

I have the opportunity to have one vessel removed at no cost to City or State if done quickly. He would like to remove it wed 5/11 or sometime this week or early next.

Please call with questions 253 797 5146.

Melissa

AGENCY USE ONLY

Agency Reference #:

Date Received:

Circulated by:

(local govt. or agency)

JOINT AQUATIC RESOURCES PERMIT APPLICATION FORM (JARPA)

(for use in Washington State)



PLEASE TYPE OR PRINT IN BLACK INK.



TO FILL IN ELECTRONICALLY, USE F11 TO MOVE THROUGH THE FORM

- ☐ Application for a Fish Habitat Enhancement Project per requirements of RCW 77.55.290. You must submit a copy of this completed JARPA application form and the (Fish Habitat Enhancement JARPA Addition) to your local Government Planning Department and Washington Department of Fish & Wildlife Area Habitat Biologist on the same day.

NOTE: LOCAL GOVERNMENTS – You must submit any comments on these projects to WDFW within 15 working days.

Based on the instructions provided, I am sending copies of this application to the following: (check all that apply)

- ☒ Local Government for shoreline: ☐ Substantial Development ☐ Conditional Use ☐ Variance ☒ Exemption ☐ Revision
☐ Floodplain Management ☐ Critical Areas Ordinance
- ☒ Washington Department of Fish and Wildlife for HPA (Submit 3 copies to WDFW Region)
- ☐ Washington Department of Ecology for 401 Water Quality Certification (to Regional Office-Federal Permit Unit)
- ☐ Washington Department of Natural Resources for Aquatic Resources Use Authorization Notification
- ☐ Corps of Engineers for: ☐ Section 404 ☐ Section 10 permit
- ☐ Coast Guard for: ☐ General Bridge Act Permit ☐ Private Aids to Navigation (for non-bridge projects)
- ☐ For Department of Transportation projects only: This project will be designed to meet conditions of the most current Ecology/Department of Transportation Water Quality Implementing Agreement

SECTION A - Use for all permits covered by this application. Be sure to ALSO complete Section C (Signature Block) for all permit applications.

1. APPLICANT

Washington Dept. of Natural Resources; Melissa Montgomery, Shoreline District, Aquatics Region

MAILING ADDRESS

950 Farman Ave, Enumclaw WA 98022-9282

WORK PHONE
253-797-5146

E-MAIL ADDRESS
melissa.montgomery@wadnr.gov

HOME PHONE

FAX #
253-926-8956

If an agent is acting for the applicant during the permit process, complete #2. Be sure agent signs Section C (Signature Block) for all permit applications

2. AUTHORIZED AGENT

MAILING ADDRESS

WORK PHONE

E-MAIL ADDRESS

HOME PHONE

FAX #

3. Relationship of applicant to property: ☒ OWNER ☐ PURCHASER ☐ LESSEE ☐ _____

4. Name, address and phone number of property owner(s) if other than applicant:

5. Location (street address, including city, county and zip code, where proposed activity exists or will occur)

tidelands between Pennsylvania Ave and Thompson Dr street ends, Bremerton, WA (adjacent to Sesko property)

Local government with jurisdiction (city or county)

Waterbody you are working in Port Washington Narrows

Is this waterbody on the 303(d) List** YES ☐ NO ☒

If YES, what parameter(s)? _____

**For 303d List,

<http://www.ecy.wa.gov/programs/wq/303d/index.html>

Tributary of
Puget Sound

WRIA #

Shoreline designation

Zoning designation

¼ Section

Section
14

Township
T24N

Range
R1E

Government Lot

DNR stream type if known

Latitude and Longitude:

Tax Parcel Number

37110000010409 (next to this parcel)

ECY 070-15 (Rev. 11/04) JARPA Contact the State of Washington Office of Regulatory Assistance for latest version or call 360/407-7037 or 800/917-0043

6. Describe the current use of the property, and structures existing on the property. Have you completed any portion of the proposed activity on this property? ☐ YES ☒ NO

For any portion of the proposed activity already completed on this property, indicate month and year of completion.

The beach has been used as a dumping ground for derelict vessels. There are no permanent structures.

Is the property agricultural land? ☐ YES ☐ NO Are you a USDA program participant? ☐ YES ☐ NO

- 7a. Describe the proposed work that needs aquatic permits: Complete plans and specifications should be provided for all work waterward of the ordinary high water mark or line, including types of equipment to be used. If applying for a shoreline permit, describe all work within and beyond 200 feet of the ordinary high water mark. If you have provided attached materials to describe your project, you still must summarize the proposed work here. Attach a separate sheet if additional space is needed.

Note: This vessel removal was previously covered by HPA #00-F1534-01 issued to the City of Bremerton for the Sesko abatement in January 2002 but the project was not done.

Using the guidelines outlined in the Derelict Vessel Removal Program, DNR will hire a contractor to remove and dispose (in upland location) of three approximately 35-foot long wood-hulled pleasure boats (DNR Id #KP05-004). DNR has also taken custody of a fourth vessel (WN 6090-JB). The former owner will be taking the lead on removing this vessel but if he doesn't remove it by May 26, 2005 the DNR contractor will remove this vessel as well. All four vessels are priority 2B vessels that are partially sunken and laying on the tidelands. The vessels are entirely exposed during low tides higher than +3 MLLW. The vessels are considered a hazard to human health because the boats are rotten and there is evidence that they have become an attractive nuisance. They are also an environmental and aesthetic blight because they take up intertidal habitat.

The unnamed vessel with Washington registration number WN 6090-JB will be moved by Jason Hesseltine (258010 Hwy 101, Port Angeles, WA 98362; 360-310-0469) by May 26. He plans to remove the vessel using the Pennsylvania Street end and has proposed the following:

- Rent a 17 ton boom truck because there is no beach access
- Have Waste Management bring in a 40 yard dumpster
- Prepare the vessel for removal by cutting it into pieces on the beach
- Use the boom truck to remove the sections from the beach
- Dispose of all the pieces of the vessel properly and according to the laws and regulation

For the other three vessels it is anticipated that the boats will be removed intact when possible via upland crane and deposited into an upland container during low tide either from the Pennsylvania Avenue street end or the McConkey property. The use of the street end for vessel removal will require the cutting of at least two small trees growing at the street end. For the vessels that are too decayed to lift in one piece they will be dismantled on the beach and lifted by crane to an upland dumpster. One vessel may have small amounts of hazardous materials on board (WN 6922K). The contractor will be responsible for the disposal of any dangerous/hazardous materials found onboard the vessel and must take all reasonable and prudent measures to ensure containment of any dangerous/hazardous materials to the immediate vicinity of the work area.

PREPARATION OF DRAWINGS: See sample drawings and guidance for completing the drawings. **ONE SET OF ORIGINAL OR GOOD QUALITY REPRODUCIBLE DRAWINGS MUST BE ATTACHED.** NOTE: Applicants are encouraged to submit photographs of the project site, but these DO NOT substitute for drawings. **THE CORPS OF ENGINEERS AND COAST GUARD REQUIRE DRAWINGS ON 8-1/2 X 11 INCH SHEETS. LARGER DRAWINGS MAY BE REQUIRED BY OTHER AGENCIES.**

- 7b. Describe the purpose of the proposed work and why you want or need to perform it at the site. Please explain any specific needs that have influenced the design.

To abate a human safety hazard and an aesthetic and environmental blight using the authority granted under RCW 79.100.

7c. Describe the potential impacts to characteristic uses of the water body. These uses may include fish and aquatic life, water quality, water supply, recreation and aesthetics. Identify proposed actions to avoid, minimize, and mitigate detrimental impacts and provide proper protection of fish and aquatic life. Identify which guidance documents you have used. Attach a separate sheet if additional space is needed.

Removal of the derelict vessel will improve the natural habitat quality, aesthetics and safety of the area. No mitigation is planned.

7d. For in water construction work, will your project be in compliance with the State of Washington water quality standards for turbidity WAC 173.201A-1107? ☐ YES ☐ NO (See USEFUL DEFINITIONS AND INSTRUCTIONS) no in water work planned

8. Will the project be constructed in stages? YES ☒ NO ☐ One boat will be removed prior to May 26 and three boats will be removed between May 31 and June 24

Proposed starting date: May 12, 2005 or As soon as possible

Estimated duration of activity: completed by June 24, 2005

9. Check if any temporary or permanent structures will be placed: No

☐ Waterward of the ordinary high water mark or line for fresh or tidal waters AND/OR

☐ Waterward of the mean higher high water for tidal waters?

10. Will fill material (rock, fill, bulkhead, or other material) be placed: No

☐ Waterward of the ordinary high water mark or line for fresh waters?

If YES, VOLUME (cubic yards) / AREA (acres)

☐ Waterward of the mean higher high water for tidal waters?

If YES, VOLUME (cubic yards) / AREA (acres)

ECY 070-15 (Rev. 11/04) JARPA Contact the State of Washington Office of Regulatory Assistance for latest version or call 360/407-7037 or 800/917-0043

11. Will material be placed in wetlands? ☐ YES ☒ NO

If YES:

A. Impacted area in acres:

B. Has a delineation been completed? If YES, please submit with application. ☐ YES ☐ NO

C. Has a wetland report been prepared? If YES, please submit with application ☐ YES ☐ NO

D. Type and composition of fill material (e.g., sand, etc.)

E. Material source:

F. List all soil series (type of soil) located at the project site, and indicate if they are on the county's list of hydric soils. Soils information can be obtained from the natural Resources Conservation Service (NRCS).

G. WILL PROPOSED ACTIVITY CAUSE FLOODING OR DRAINING OF WETLANDS? ☐ YES ☐ NO

If YES, IMPACTED AREA IS _____ ACRES OF DRAINED WETLANDS.

NOTE: If your project will impact greater than 1/2 of an acre of wetland, submit a mitigation plan to the Corps and Ecology for approval along with the JARPA form.

NOTE: A 401 water quality certification will be required from Ecology in addition to an approved mitigation plan if your project impacts wetlands that are: a) greater than 1/2 acre in size, or b) tidal wetlands or wetlands adjacent to tidal water. Please submit the JARPA form and mitigation plan to Ecology for an individual 401 certification if a) or b) applies.

12. Stormwater Compliance for Nationwide Permits Only: This project is (or will be) designed to meet ecology's most current stormwater manual, or an Ecology approved local stormwater manual. ☐ YES ☐ NO

If YES – Which manual will your project be designed to meet? _____

If NO – For clean water act Section 401 and 404 permits only – Please submit to Ecology for approval, along with this JARPA application, documentation that demonstrates the stormwater runoff from your project or activity will comply with the water quality standards, WAC 173.201(A)

13. Will excavation or dredging be required in water or wetlands? ☐ YES ☒ NO

If YES:

A. Volume: _____ (cubic yards) / area _____ (acre)

B. Composition of material to be removed: _____

C. Disposal site for excavated material: _____

D. Method of dredging: _____

14. Has the State Environmental Policy Act (SEPA) been completed ☐ YES ☐ NO Exemption under RCW 197.11.800(12a&d) Enforcement of RCW 79.100

SEPA Lead Agency: WDNR
 SEPA Decision: DNS, MDNS, EIS, Adoption, Exemption Decision Date (end of comment period)
SUBMIT A COPY OF YOUR SEPA DECISION LETTER TO WDFW AS REQUIRED FOR A COMPLETE APPLICATION

15. List other Applications, approvals or certifications from other federal, state or local agencies for any structures, construction discharges or other activities described in the application (i.e. preliminary plat approval, health district approval, building permit, SEPA review, federal energy regulatory commission license (FERC), Forest practices application, etc.). Also, indicate whether work has been completed and indicate all existing work on drawings. NOTE: For use with Corps Nationwide Permits, identify whether your project has or will need an NPDES permit for discharging wastewater and/or stormwater.

TYPE OF APPROVAL	ISSUING AGENCY	IDENTIFICATION NO.	DATE OF APPLICATION	DATE APPROVED	COMPLETED?
Right of Way Permit	City of Bremerton		Contractor will apply for if using street end		
Shoreline exemption	City of Bremerton		5/10/05		

16. Has any agency denied approval for the activity you're applying for or for any activity directly related to the activity described herein?
☐ YES ☒ NO
 If YES, explain:

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SECTION B - Use for Shoreline and Corps of Engineers permits only:

17a. Total cost of project. This means the fair market value of the project, including materials, labor, machine rentals, etc.
Project is currently out for bid but is expected to be around \$10,000.

17b. If a project or any portion of a project receives funding from a federal agency, that agency is responsible for ESA consultation. Please indicate if you will receive federal funds and what federal agency is providing those funds. See instructions for information on ESA.*
FEDERAL FUNDING ☐ YES ☒ NO If YES, please list the federal agency.


18. Local government with jurisdiction: City of Bremerton

19. For Corps, Coast Guard and DNR permits, provide names, addresses and telephone numbers of adjoining property owners, lessees, etc. - *Please note: Shoreline Management Compliance may require additional notice - consult your local government.*

NAME	ADDRESS	PHONE NUMBER

SECTION C - This section MUST be completed for any permit covered by this application

20. Application is hereby made for a permit or permits to authorize the activities described herein. I certify that I am familiar with the information contained in this application, and that to the best of my knowledge and belief, such information is true, complete, and accurate. I further certify that I possess the authority to undertake the proposed activities. I hereby grant to the agencies to which this application is made, the right to enter the above-described location to inspect the proposed, in-progress or completed work. I agree to start work ONLY after all necessary permits have been received.

 SIGNATURE OF APPLICANT	DATE 5-9-05
_____ SIGNATURE OF AUTHORIZED AGENT	DATE

I HEREBY DESIGNATE _____ TO ACT AS MY AGENT IN MATTERS RELATED TO THIS APPLICATION FOR PERMIT(S). I UNDERSTAND THAT IF A FEDERAL PERMIT IS ISSUED, I MUST SIGN THE PERMIT.

_____ SIGNATURE OF APPLICANT	_____ DATE
_____ SIGNATURE OF LANDOWNER (EXCEPT PUBLIC ENTITY LANDOWNERS, E.G. DNR)	

THIS APPLICATION MUST BE SIGNED BY THE APPLICANT AND THE AGENT, IF AN AUTHORIZED AGENT IS DESIGNATED.

18 U.S.C §1001 provides that: Whoever, in any manner within the jurisdiction of any department or agency of the United States knowingly falsifies, conceals, or covers up by any trick, scheme, or device a material fact or makes any false, fictitious, or fraudulent statements or representations or makes or uses any false writing or document knowing same to contain any false, fictitious, or fraudulent statement or entry, shall be fined not more than \$10,000 or imprisoned not more than 5 years or both.

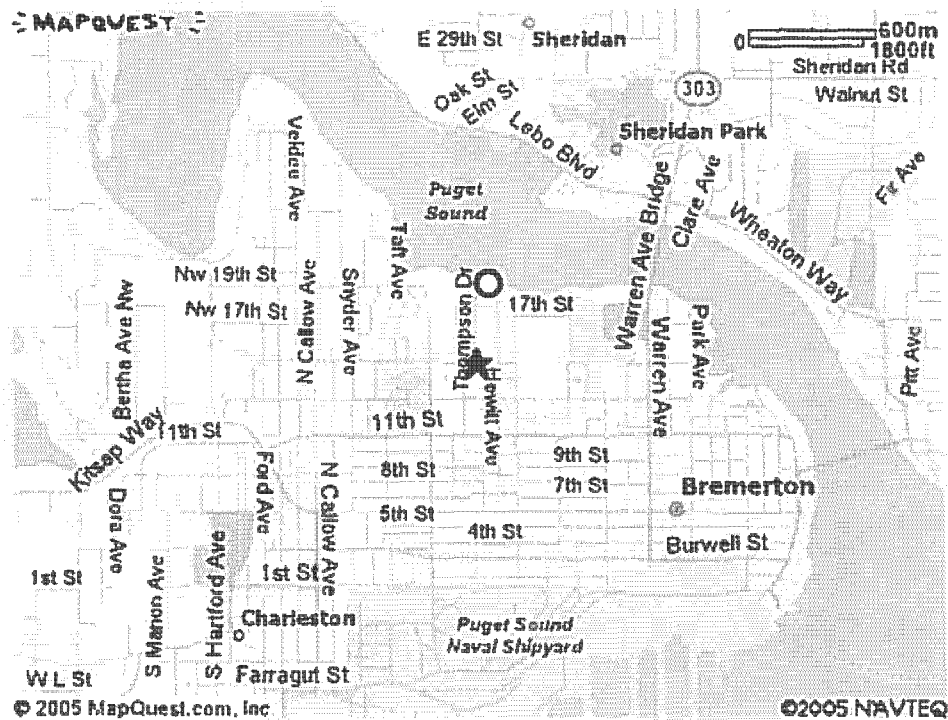
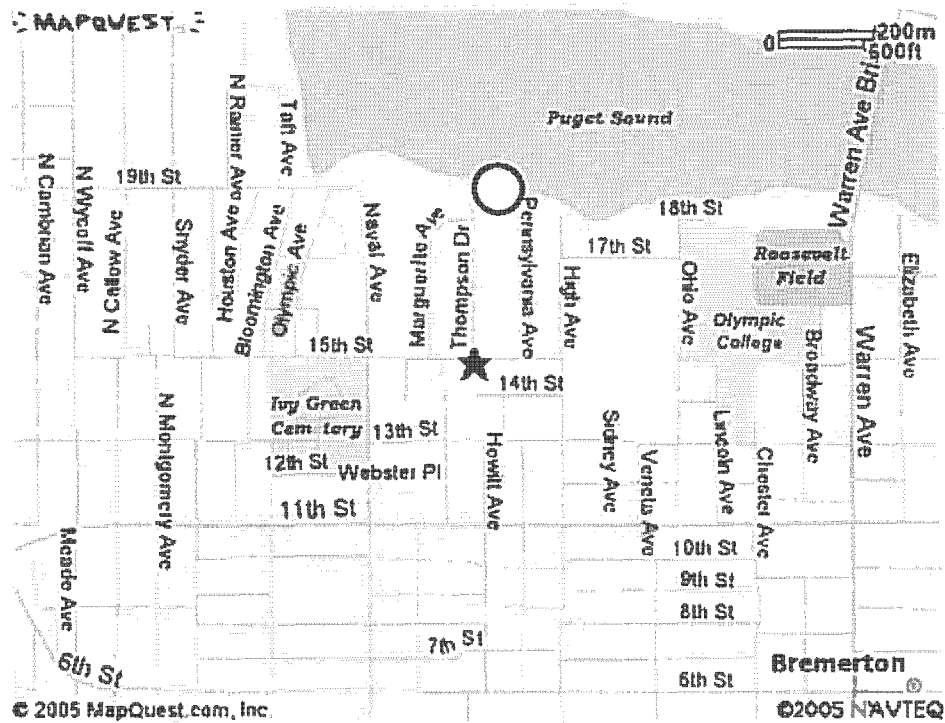
COMPLETED BY LOCAL OFFICIAL
A. Nature of the existing shoreline. (Describe type of shoreline, such as marine, stream, lake, lagoon, marsh, bog, swamp, flood plain, floodway, delta; type of beach, such as accretion, erosion, high bank, low bank, or dike; material such as sand, gravel, mud, clay, rock, riprap; and extent and type of bulkheading, if any)
B. In the event that any of the proposed buildings or structures will exceed a height of thirty-five feet above the average grade level, indicate the approximate location of and number of residential units, existing and potential, that will have an obstructed view:
C. If the application involves a conditional use or variance, set forth in full that portion of the master program which provides that the proposed use may be a conditional use, or, in the case of a variance, from which the variance is being sought:

These Agencies are Equal Opportunity and Affirmative Action employers.

For special accommodation needs, please contact the appropriate agency in the instructions

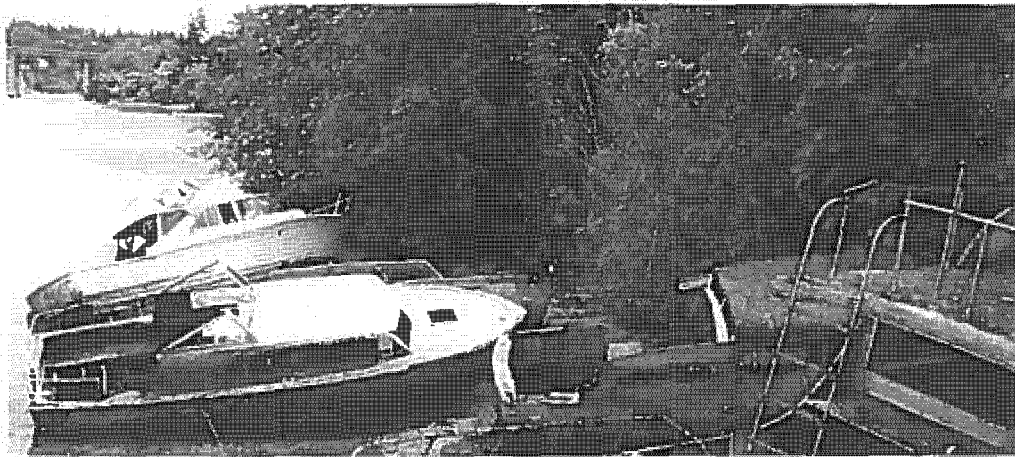
ECY 070-15 (Rev. 11/04) JARPA Contact the State of Washington Office of Regulatory Assistance for latest version or call 360/407-7037 or 800/917-0043

Port Washington Narrows Vessels
between the steet ends of Thompson Drive and Pennsylvania Ave (red circle on map)



NRC

ENVIRONMENTAL SERVICES



Proposal for Services
Transport and Disposal of
Three to Four Unnamed Vessels
DVRP Vessel ID#
KP05-004
Prepared for:
WA Dept of Natural Resources
May 20, 2005
Submitted by:
NRC Environmental Services Company

REQUIRED ELEMENTS

1.0 Company Information

1.1 Contractor Business Name

NRC Environmental Services (NRCES)
20500 Richmond Beach Dr NW, Seattle, WA 98177
W: (206) 546-7150 Fax: (206) 546-7170 Toll Free: (800) 33-SPILL
www.nrces.com
Federal Employer Tax ID #91-1572532
EPA generator # WAH000004549

1.2 Contacts

Project Manager, Tom Hallgren
Work (206) 546-7150 Cell: (b) (6)
E-mail tshallgren@nrces.com

1.3 Previous Work Experience

NRCES is highly experienced in demolishing and disposing of vessels with a wide range of types and sizes. Our prior experience in projects such as the US Coast Guard funded scuttling of the M/V Enchantress, the salvage of the F/V Lucky Buck, and the response to the 30+ vessels at the two Seattle Marina fires. This includes the dismantling and disposal of three 40 foot burned vessels in January 2004 with separate cost accounting and waste disposal for each separate insurance provider and marine surveyor. NRC was chosen over the other bidders due to our environmental stewardship and diligence to regulatory concerns. Recently we completed the demolition and disposal of the F/V Cathy Ann in November of 2003 under the purview of WA DNR and RCW 79.100. Through these recent projects, NRC has gained a level of proficiency unmatched by other providers in meeting the needs of the DNR's abandoned vessel program.

2.0 Technical Proposals

2.1 List of Hazmats and quantities noted during site visit May 16, 2005

There are no apparent solid hazardous materials in or on vessels. There may be some fuel remaining in vessel tankage.

2.2 Waste Handling Procedures

The fuel tanks that maintain structural integrity and do not have free communication with the sea will be evacuated using a two inch peristaltic pump. The liquid waste will be contained in 300 gallon Department of Transportation (DOT) approved tanks or 55 gallon DOT approved drums whichever is appropriate for the quantity of the received product. All waste will be transported using appropriately licensed class C, B, or A DOT operators with his or her applicable Hazmat endorsement. All waste will be documented on a Hazardous Waste Manifest signed by the generator (or an agent of the generator), the transporter, and the reception facility. All the Vacuum trucks and work trucks will have the proper placarding if required for transportation on

NRC Environmental Disposal Bid.
3 to 4 Unnamed Vessels
Port Washington Narrows Tidelands

the state highway system. Based on the working area, weather and other factors, the level of PPE may be increased or decreased depending on existing conditions.

2.3 Final Destination of Hazardous Waste

All petroleum contaminated liquids (gasoline, lube oil) will be transported to PRS Group Inc. (PRS) in Tacoma WA for recycling and disposal.

2.4 Method of Vessel Demolition

The demolition of the vessels will be accomplished to maximize environmental concerns while minimizing project costs. A 400 ton deck barge and assist vessel will mobilize to the site. Aboard will be a 35 ton crane, clam shell bucket and various lifted straps. Along with two or three, 48 foot sealed intermodal transportation containers. The containers will be placed on a bermed 10 mil visqueen liner. On the barge will be an ample supply of absorbent material. Once the barge is in place it will be fully encapsulated in containment boom. There will be support vessel available throughout the project to retrieve any floatable or entanglements that may enter the water during the lifting process. Due to the condition of the vessels it is unlikely that the boats can be safely lifted in one piece to the awaiting barge. An assessment will be made on a boat by boat basis. In the event that some or all of the vessels cannot be lifted in one piece they will be "clam shelled" into the awaiting storage/ transportation containers.

The operation may need to be accomplished in the high tide cycles.

2.5 Method of Hauling/Transporting Debris

The vessels will be transported to the Foss Maritime Company (FMC) terminal in Seattle, WA. Once the barge is berthed, the intermodal containers will be removed and transported to Waste Management for rail shipment.

2.6 Final Destination of Non-Hazardous Materials

The containerized vessels will be transported by rail to Columbia Ridge Landfill in Arlington, OR. an approved waste collection facility for eventual interment in the class D landfill. It is believed that this is the most cost effective means of disposal.

2.7 Clean up Procedures for Current Beach Location

The beach will be surveyed and policed for demolition debris at the end of each shift. After all vessels are removed a final walk through will be performed and all remnants of scrapped vessels will be removed.

2.8 Plan of work

Upon receipt of the notice to proceed, NRCES will mobilize equipment, resources and staff to the project location. This will take an estimated two to three days depending on weather, current, and tidal conditions. Arriving on site, access will be accomplished during the high tide cycle and soon after the demolition will commence. The demolition is expected to last two days. After completion of project, demobilization will begin and will take three days to complete.

Availability of resources and the status of this endeavor will be closely monitored by the project manager to minimize costs while meeting DNR deadlines.

2.9 Work Schedule.

The overall objective is to begin work Tuesday May 31st, 2005 and complete by Friday June 24th, 2005. While a detailed schedule is not possible to determine given the unknowns in this proposal, a nominal and simplified schedule can be presented for discussion. It is believed the project will take two days to complete. If awarded this proposal a detailed schedule will be forwarded to the DNR representative.

2.10 Changes in Cost with Addition of Fourth Boat

With an one additional container for transport/disposal	\$1,912.92
Labor	\$2,500.00
Equipment	\$700.00
Total	\$5,112.92

This price quote is only for demolition of vessel and transport/disposal. If mobilization and demobilization is required, the cost of the fourth boat will be considerably higher.

3.0 Management Proposal

3.1 Management Structure for the Project

The management structure of the project will be Project Manager Tom Hallgren. The crew will include two vessel operators and two deck hands. A crane operator, rigger and two laborers. The above personnel will include a DOT class "A" driver for transportation of intermodal containers to the Union Pacific Rail Yard.

3.2 Subcontractors on this project will include:

- Liquid waste disposal will be performed by PRS. (253) 383-4175
- Manifesting and disposal of liquid hazardous waste by PRS of Tacoma WA
- Lightweight Marine Transportation (360) 376-2257.
- Foss Maritime Company (206) 281-3800
- Recycling of metals will be coordinated by Joseph Simon and Sons of Tacoma, WA (253)272-9364
- Recycling of batteries by Budget Batteries of Tacoma, WA (253) 922-3737
- All other labor will be provided by NRC personnel. (800) 33-SPILL

4.0 Compliance Statements

4.1 Dates of work

NRCES has the necessary equipment and skilled personnel with experience in vessel demolition, hazardous waste disposal and transportation to complete the demolition of the vessels within the time allowed per the contract.

4.2 Payment Terms

NRCES will comply with the DNR invoice terms by providing an invoice with a clear breakdown of the costs including, hazardous waste handling and disposal receipts, landfill disposal receipts, and receipts for ancillary costs. NRC will also assume storage costs if the project is not completed by June 24, 2005.

4.3 Required Insurance Coverage's

NRCES will comply with the DNR insurance coverage and performance bond requirements. We will deliver the proof of insurance and bonding within 5 business days of notification of successful bid.

5.0 Cost Proposal

While we have prepared pricing based on the Specification, we consider the likelihood of significant departures from the scope of work to be a reality. Should NRCES be requested to complete work that is outside of the information in the specification, change orders will need to be negotiated with DNR as fair compensation for additional costs. Please note the following assumptions we are making in relation to the work and our pricing:

- Waste and recyclable materials on the vessels are pre-existing to the work, and have not been generated by NRCES. In managing these materials for DNR, NRCES will not take generator liability or title to them.
- All labor will be paid using the Labor and Industries Prevailing Wage scale for Kitsap County dated 3/3/2005.
- Our proposal is contingent on the negotiation and execution of a mutually acceptable contract to address the work.
- Should the project become impossible or impractical to complete because of permitting or other reasons, NRCES shall be paid accordingly for all costs expended and committed, including reasonable profit margins.
- Pricing is contingent on non-interference with the work by others for whatever cause.
- We are assuming that no noise or working hour restrictions apply to our operations when conducted during typical business hours (0700-2200).
- Pricing is subject to the availability of storage and disposal facilities, which we are told are available at the time of this proposal.

5.1 Total cost of work **\$33,754.55**

5.2 Itemized costs:

Personnel Costs	\$7,056.00
Equipment for demolition and support	\$3,707.00
Subcontractor Costs	\$13,000.00
Dangerous / Hazardous Waste Handling and Disposal	\$255.00
Landfill costs	\$3,988.40
Ancillary (yard, material, PPE, bonding)	\$3,018.00
Tax Rate and Cost 8.8%	\$2,730.15

5.3 Valuable Equipment

Although there may be some salvage value in the machinery and deck gear, it is assumed that its submergence in salt water makes these systems unreliable and therefore of questionable value. With that in mind, it is assumed that all material will be segregated for disposal or recycling and there will not be any material whose resale value justifies the labor involved to find interested buyers.

6.0 Vessel Visit Verification

A vessel visit was conducted by Tom Hallgren of NRCES on May 16, 2005. The verification slip is attached.

THOMPSON PILE DRIVING CO., INC.

P.O. Box 2210
Port Orchard, WA 98366



Office & FAX 769-8428
Yard 876-4433
Tug 731-0489

received 5/8/05

Waterfront Construction • Piling • Docks • Floats • Towing, Etc.

PROPOSAL TO DNR FOR REMOVAL OF 3 DERELICT

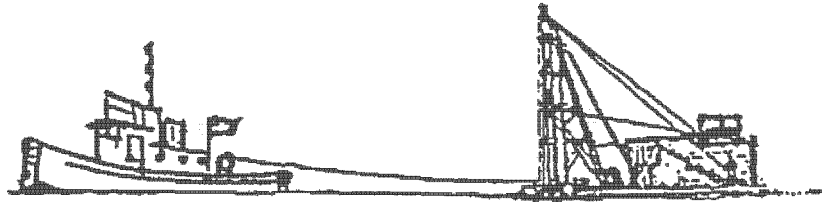
OUR PROPOSED METHOD OF DISPOSAL OF 3 WOOD 30 TO 40 FT DERELICT VESSELS IS AS FOLLOWS:

SIMILAR TO THE RECENT DISPOSAL OF THE DERELICT PORT ORCHARD FERRY "THURGOOD", WE WILL MOBILIZE BY WATER, RETRIEVE THE DEBRIS, TRANSFER IT TO DUMP TRUCKS, AND TRUCK THE DEBRIS TO THE LANDFILL, SEND STEEL TO METAL RECYCLERS, AND BATTERIES TO METAL RECYCLERS. WE DO NOT RECEIVE ANY PAYMENT FOR THE METALS, BUT THERE IS NOT A CHARGE FOR DISPOSAL. OF COURSE, THE LANDFILL DOES CHARGE FOR THE DEBRIS.

IN THE CASE OF THESE 3 VESSELS, WE WILL MOBILIZE TO THE F.W. NARROWS SITE WITH BARGES. WORK WILL BE DONE FROM THE BARGE, EXCEPT THAT THE FINAL CLEANUP AND RAKING OUT OF THE BEACH WILL BE ACCOMPLISHED BY MEN WITH RAKES ON THE BEACH. THE BARGE WILL GRAB AT LOW TIDE. A BOOM WILL BE RUN SO NO DEBRIS ESCAPES. ON THE BARGE WILL BE AN EXCAVATOR WITH A CLAMSHELL BUCKET TO CRUSH UP AND LIFT ABOARD THE DEBRIS. I SEE NOTHING OF ANY VALUE, ONLY DEBRIS.

THOMPSON PILE DRIVING CO., INC.

P.O. Box 2210
Port Orchard, WA 98366



Office & FAX 769-8428
Yard 876-4433
Tug 731-0489

Waterfront Construction • Piling • Docks • Floats • Towing, Etc.

ELEMENTS

- 1-1 Thompson Pile Driving
P.O. Box 2210
Port Orchard, WA 98366
360 769-8428 OFFICE FAX
360 731-8911 CELL
thompsonpiledriving@msn.com
UBE 600 496 575
TIN 91-121 7717
- 1-2 PAUL FRITS Cell 360 731-8911 / thompsonpiledriving@msn.com
- 1-3 WE DO ANY MARINE RELATED WORK - Recent Disposal "THOREN" in Port Orchard
- 2-1 ALL EELS APPEAR TO HAVE BEEN WASHED OUT BY SEAWATER. BATTERIES SEEM THE ONLY HAZARDOUS SITE.
- 2-2 WE WILL PLACE DEBRIS ON BARGE, MOVE TO THOMPSON LANDING, TRANSFER TO TRUCKS, DISPOSE AT LANDFILL OR RECYCLERS.
- 2-3 SEE ABOVE
- 2-4 EQUIPMENT MAY INCLUDE - EXCAVATOR, CRANES, BARGE, TUGBOAT, CRANE, SKIDDER, DUMPTRUCKS ALL OF WHICH WE ASSESS.
- 2-5 BARGE TO THOMPSON LANDING, TRUCK TO LANDFILL
- 6 LANDFILL
- 7 RAKE BEACH MANUALLY WITH STEEL RAKES - PICK UP DEBRIS
- 8 SEE ABOVE
- 9 TIME TO DO THE PROJECT WILL DEPEND ON WHEN WE ARE AUTHORIZED TO BEGIN, AND THE TIDAL STATE THEREAFTER. I EXPECT 2-3 WEEKS TO BE COMPLETE. A FISHERIES HPA MAY BE REQUIRED, WHICH MAY TAKE SOME TIME.
- 10 ADDITIONAL BOAT DEMO COST \$16,800.00
- 11 PAUL FRITS, PRES OF THOMPSON PILE DRIVING WILL OVERSEE THE PROJECT, AND WILL HAVE 1 TO 4 MEN HELPING AT VARIOUS STAGES OF WORK.
- 12 NO SUBCONTRACTORS ANTICIPATED
- 1 WORK CAN BE ACCOMPLISHED WITHIN 3 WEEKS OF AUTHORIZED START.
- 2 PAYMENT WITHIN 30 DAYS OF COMPLETION IS AGREED TO.

THOMPSON PILE DRIVING CO., INC.

P.O. Box 2210
Port Orchard, WA 98366



Office & FAX 769-8428
Yard 876-4433
Tug 731-0489

Waterfront Construction • Piling • Docks • Floats • Towing, Etc.

- 4-3 I HAVE SENT COPIES OF OUR CURRENT INS. ANY ADDITIONAL INSURANCE REQUIREMENTS WILL BE AS AN "ADD ON" TO THIS CONTRACT. ANY BOND, BESIDES OUR CONTRACTORS SURETY BOND WILL ALSO BE AS AN ADD ON.
- 1 TOTAL COST FOR REMOVAL AND DISPOSAL OF THESE 3 VESSELS IS \$58,560.00
- 2 ITEMIZED AS FOLLOWS: LABOR 50% = 29,280.00 DISPOSAL COST 30% = 17,568.00
ANCILLARY COST 20% = 11,712.00
- 3 THERE IS NO VALUE.

USI NORTHWEST
1001 4TH AVE #1800
SEATTLE, WA 98154

Named Insured:

THOMPSON PILEDRIVING C
PO BOX 2210
PORT ORCHARD, WA 98366

Policy number: 01994210-2

Progressive Northwestern Insurance Co.

April 16, 2005

Policy Period: Jan 28, 2005 - Jan 28, 2006

Page 1 of 2

personal.progressive.com

Make payments, check billing activity or check status of a claim.

206-695-3100

USI NORTHWEST

Contact your agent during business hours

800-444-4487

For policy service and claims service,
24 hours a day, 7 days a week.

Commercial Auto Insurance Coverage Summary

This is your revised Renewal Declarations Page

Your coverage began on January 28, 2005 at 12:01 a.m. This policy expires on January 28, 2006 at 12:01 a.m.

This coverage summary replaces your prior one. Your insurance policy and any policy endorsements contain a full explanation of your coverage. The policy limits shown for an auto may not be combined with the limits for the same coverage on another auto, unless the policy contract allows the stacking of limits. The policy contract is form 1050 (11-94). The contract is modified by forms 7937 (04/02), 8470 (08/88), 4792A (01/03), 0135 (09/03), 1197 (08/93) and 1349 (08/99).

The named insured organization type is a corporation.

Outline of coverage

Description	Limits	Deductible	Premium
Liability To Others			\$1,341
Bodily Injury and Property Damage Liability	\$1,000,000 combined single limit		
Underinsured Motorist Bodily Injury	\$1,000,000 each person/\$1,000,000 each accident		180
Underinsured Motorist Property Damage	\$1,000,000 each accident	\$100	30
		\$300 hit & run	
Personal Injury Protection	Rejected		--
Comprehensive			178
See Schedule Of Covered Autos	Limit of liability less deductible		
Collision			602
See Schedule Of Covered Autos	Limit of liability less deductible		
Total 12 month policy premium			\$2,331

Rated drivers

1. PAUL FRITTS
2. CLIFFORD THOMPSON
3. CARL VANVALKENBURG

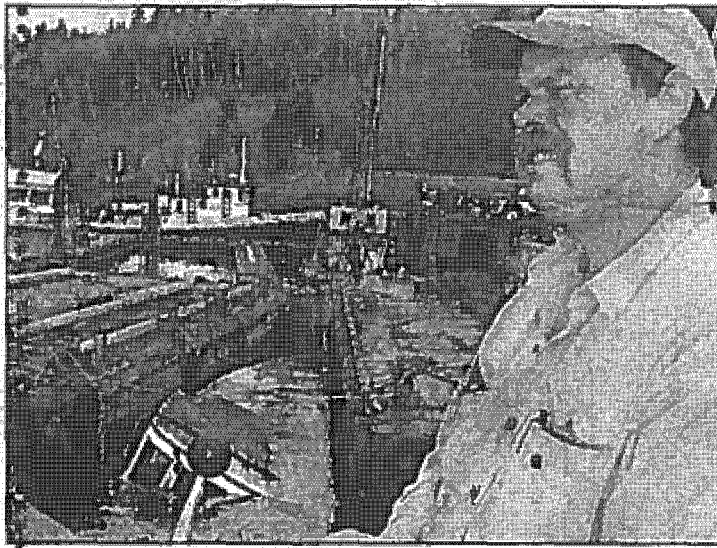
THOMPSON PILE DRIVING COMPANY, INC.
SCHEDULE OF VESSELS
POLICY NUMBER H871991

	VESSEL DESCRIPTION	HULL LIMIT	HULL DEDUCTIBLE	HULL PREMIUM	P&I LIMIT	P&I DEDUCTIBLE	P&I PREMIUM
1.	Tug "Cayou"	\$45,000.	\$3,500.	\$1,732.50	\$1,000,000.	\$5,000.	\$3,925.
2.	Barge "TP-2"	\$0	\$0	\$0	\$1,000,000.	\$5,000.	\$750.
3.	Barge "WC2"	\$0	\$0	\$0	\$1,000,000.	\$5,000.	\$500.
4.	Barge "BMS1"	\$0			\$1,000,000.	\$5,000.	\$500.
	Total Hull Limit:	\$45,000.	Total Hull Premium:	\$1,732.50.	Total P&I Premium:		\$5,675.

P&I coverage above includes one crew for the Tug "Cayou"

I know we carry Pollution Insurance, A copy of which is coming from My Ins Co.

Attached to and forming part of Policy H 871991 of the Continental Insurance Company (MOAC)



Staff photo by Travis Baker

Paul Fritts stood at the helm of the tug *Cayou* with which he towed the two barges and the sunken foot ferry *Thurow*, lashed between them, to his yard Monday afternoon.

PORT ORCHARD

Ferry *Thurow* hauled to its graveyard

By Travis Baker
Sun Staff

The sunken foot ferry *Thurow* was hauled Monday from the Port Orchard shoreline where it sank a few months ago to a boatyard where it is likely to be demolished this morning.

Paul Fritts of Thompson Pile Driving in Port Orchard will be paid \$13,800 by the city of Port Orchard to get rid of the *Thurow*, which has fallen on hard times since ending its decades of service hauling passengers between Port Orchard and Bremerton.

Fritts said he took advantage of a low tide Saturday to run a couple of straps between the *Thurow* and the bottom, then used the straps Monday to secure the old boat between two barges he then towed to his business. At high tide this morning, his plan is to beach the *Thurow* and

reach down with an excavator to tear it apart for a trip to the landfill.

Sgt. Mark Duncan of Port Orchard police said Fritts' offer was the lowest to dispose of the *Thurow*, which has been more or less visible, depending on the tide, just west of downtown.

The city took possession of the boat and made the deal with Fritts. It expects to get back 75 percent of what it spent on its removal from the state's derelict boat program, supported by a fee added to boat registrations.

Duncan said the *Thurow*'s engine still is in it, adding weight and making the removal more difficult. It couldn't simply be lifted out of the water, he said.

Reach reporter Travis Baker at (360) 769-5984 (voice), (360) 792-9217 (voicemail) or tbaker@kitsapsun.com

NO-MESS BIRDSEED





Marine Services Liability Policy Declarations

Policy Issued by:
Continental Insurance Company
CNA Plaza, Chicago, IL 60685
A Stock Company

Policy Number:
ML 0870844
Renewal Of:
ML 0870166
Producer's Code:
17505300

Named Insured and Mailing Address:
THOMPSON PILE DRIVING COMPANY, INC.

1089 SW HWY 160
PORT ORCHARD, WA 98388

Producer's Name and Address:
ACORDIA NORTHWEST, INC.
520 PIKE STREET, 20TH FL
SEATTLE, WA 98101

Business Description MARINE CONSTRUCTION & REPAIR

Policy Period

From 12/31/2003 to 12/31/2004 at
12:01 A.M. Standard Time at your mailing address shown above.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY. THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE FORMS FOR WHICH AN "X" IS INDICATED. THE PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

Coverage Forms

<input checked="" type="checkbox"/> Commercial General Liability	<input type="checkbox"/> Stevedores Liability	<input checked="" type="checkbox"/> Marina Operators Liability
<input type="checkbox"/> Protection and Indemnity	<input type="checkbox"/> Terminal Operators Liability	<input checked="" type="checkbox"/> Marina Operators P and I
<input checked="" type="checkbox"/> Ship Repairers Liability	<input type="checkbox"/> Wharfingers Liability	<input type="checkbox"/> Charterers Liability

Policy Limits and Deductible

General Aggregate Limit (other than Products/Completed Operations and Protection and Indemnity)	\$2,000,000
Products/Completed Operations Aggregate Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Deductible (other than Protection and Indemnity)	\$5,000
Protection & Indemnity Deductible	\$5,000

Sublimits, if any, are shown on the applicable Coverage Forms Declarations

Premiums

All Coverages other than Protection and Indemnity

Premium Base: ☒ Gross Receipts ☐ Other (describe) _____

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
12/16/03

PRODUCER Acordia CA License # 0531007 P.O. Box 981143 Seattle, WA 98111-9774	206-701-5000	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURERS AFFORDING COVERAGE		
INSURED Thompson Piledriving Co., Inc. P. O. Box 2210 Port Orchard WA 98366	INSURER A:	Continental Insurance Co.
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

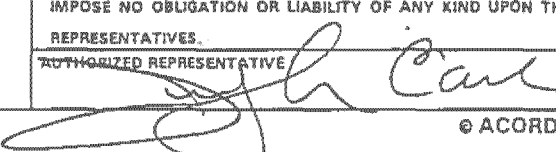
COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	ML0870166	12/31/03	12/31/04	EACH OCCURRENCE \$ 1000000 FIRE DAMAGE (Any one fire) \$ 50000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Evidence of Insurance

CERTIFICATE HOLDER State of Washington P.O. Box 44450 Olympia, WA 98504-4450	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
---	-------------------------------------	--

THOMPSON PILEDRIVING COMPANY
C/O PAUL D FRITTS
1089 SW BAY ST
PO BOX 2210
PORT ORCHARD WA 98366

DETACH BEFORE POSTING

004844



STATE OF
WASHINGTON

MASTER LICENSE SERVICE
PO Box 9034 • Olympia, WA 98507-9034 • (360) 664-1400
REGISTRATIONS AND LICENSES

Unified Business ID #: 600 496 525
Business ID #: 1

Expires: 07-31-2005

THOMPSON PILEDRIVING COMPANY
1089 SW BAY ST
PO BOX 2210
PORT ORCHARD WA 98366

DOMESTIC PROFIT CORPORATION
Renewed by Authority of Secretary of State

DEPARTMENT OF LABOR AND INDUSTRIES

REGISTERED AS PROVIDED BY LAW AS
CONST CONT SPECIALTY

	REGIST. #	EXP. DATE
CCEX	THOMPP1172Q8	01/07/2006
EFFECTIVE DATE		11/28/1983

THOMPSON PILEDRIVING CO INC
PO BOX 2210
PORT ORCHARD WA 98366

14
26

Date: Sunday, May 22, 2005

To: DNR
Melissa Montgomery
Phone:
Fax: 253-926-8956

From: Hydro Tech International ,
Marcus Harvey
Phone: 866-765-3032
Fax: 360-765-3463

Pages: 5

Subject:

Please find following my proposal for disposal of 4 derilect vessels, KP05-004 Pt Washington Narrows Disposal RFP.

I shall also attempt to send this by email.

Thakyou for considering Hydro tech International,

Marcus Harvey



WASHINGTON STATE DEPARTMENT OF
Natural Resources

DOUG SUTHERLAND
Commissioner of Public Lands

FACSIMILE COVER LETTER

To:

Peggy Murphy Sarah Wilson

Telephone:

360 902 1393

Fax:

360 902 1786
~~1789~~

From:

Shoreline District Aquatics Region
950 Farman Ave N.
Enumclaw, WA 98022-9282

Sender's Name:

Melissa Montgomery
253 797 5146

Telephone: (360)825-1631 **TTY:** (360)825-6381 **Fax:** (360)825-1672

Date:

6-10-05

Time:

10:05

Total number of pages (including cover sheet): *21*

Description:

*copies of KPO4-005 Port Washington Narrows
vessel removal
bids received via paper copy.*



Contact: PO Box 1732
Port Townsend, WA 98368
Toll Free: (866) 765-3032
Fax: (360) 765-3463
Email: mharvey@hydrotech.com

The following is a proposal for Department of Natural Resources, WA State. The project is to remove and dispose of (4) 35' wooded pleasure type boats from the tide zone in Bremerton along Port Washington Narrows.

Due at 5:00 pm May 20.

Company Information

1.1 - Hydro Tech International, Port Townsend, WA 98363
Commercial Diving and Marine Services
Sole Proprietorship

1.2 - Contact: Marcus Harvey, Project Manager

mharvey@hydrotech.com
(360) 765-3463 ph / fax
(b) (6) cell

1.3 - No prior experience contracting for Salvage / Disposal of derelict vessels. I am familiar with the processes of vessel demolition and construction of boats.

Technical Proposal

2.1 - Hazardous waste identified on vessels: Potentially motor oil inside the engines. There are 2 engines per boat. The motor oil will not be a spill hazard as long as the engines are not taken apart. We have no reason to disassemble the engines and expose the oil.

2.2 - Handling of hazardous waste: Engines will be removed from the boat hulls and hoisted onto a truck for recycling. Oil will be drained as necessary at the recycling yard and disposed.

2.3 - Final destination of hazardous waste shall be Kitsap County Hazardous Waste Disposal, Bremerton 360-337-4631.

2.4 - Method of demolition and equipment used: Upon our inspection of the vessels to be removed we found the wood to be in an advanced state of deterioration. Demolition shall be a manual combination of pry bars, sledge hammers, and heavy wood saws. The debris shall be moved off the beach using a 10T forklift that will be provided by the leasee of the property. Distance that debris must be hauled is approximately 60'. Each vessel has twin gas powered engines which will be separated from the wood debris and scrapped at a steel recycle yard.

2.5 - Debris shall be moved using a forklift and deposited into a 20' x 6' waste removal container provided by Kitsap Waste Management and hauled by Kitsap Waste Management (360-592-9995) to the Olympic View Transfer Station in Bremerton (360-674-2297).

2.6 - Upon our inspection of the vessels we found no visible signs of hazardous waste. Fuel tanks have been removed and the bilges have long been washed clean of any oily residue. Any potential waste would be motor oil still inside the engines. Careful, upright removal of the engines will prevent any spillage of this oil. Oil that is recovered shall be disposed of at an approved waste oil disposal point at the Kitsap County Hazardous Waste Disposal, Bremerton.

2.7 - Any and all debris or waste shall be picked up and removed from the site so that a natural environment remains. Of course the surface soils will be disturbed by our presence and our intent would be to remedy this disturbance by minimizing our impact and returning the area to a landscape better than when we arrive.

2.8 - Plan: We shall arrive on day one to begin taking apart the wooden boat hulls and piling the wood debris above the high tide line. This will be accomplished with wood saws and prybars thus eliminating larger equipment on the beach. With most of the boat demolished and the engines still resting on the motor mounts we will drag the aft portion of the boats up to within reach of the forklift. The engines will be picked out of the boat mounts and set on a truck for hauling to a steel scrap yard and the wood debris will be picked up and put into the disposal container and trucked to the landfill site. Once all scrap is removed from the beach, the soil will be smoothed and left in a natural condition with no trace of the removal process.

2.9 - We believe we can accomplish this project in 8 days or less. Our schedule would be preferred M-F 0700-1700. We will have no problem scheduling this project in June 6-17.

2.10 - We assume two days to remove each boat, so the above time estimate includes the fourth boat. The cost of removing the 4th boat is: \$ 3,700

Management Proposal

3.1 - Management for this project includes Marcus Harvey, sole proprietor of Hydro Tech Int'l and site supervisor. Personnel include 3 workers to demolish and remove the boat debris. Operator for the forklift will be the owner of the forklift and will be hired hourly for his time.

3.2 - No subcontractors will be needed or used

Compliance Statements

4.1 - I hereby declare that Hydro Tech Int'l has the manpower and resources to start and complete the project as described by Washington State Department of Natural Resources to demolish and remove 3-4 wooden pleasure boats located in tidal zone. All work, as described in project proposal, shall be performed with utmost care for safety of persons and care for the environment.

Marcus Harvey

Signed Mel Harvey Date 5-20-05

4.2 - Payment terms as described by DNR, to be paid within 30 days of receipt is acceptable. Invoice shall be submitted with a clear breakdown of handling and disposal costs to include receipts.

Marcus Harvey

Signed Mel Harvey Date 5-20-05

4.3 - I hereby declare the following insurance will be in affect for the beginning and duration of the project described.

Commercial General Liability for \$1,000,000

Wa State Workers Compensation

Business Auto Liability for \$1,000,000

Environmental Impairment and Pollution Liability is an insurance that HydroTech is unwilling to secure due to the extremely high cost factor and ongoing premiums. This disposal project doesn't fit this excessive requirement.

Marcus Harvey

Signed Mel Harvey Date 5-20-05

Cost Proposal

5.1 - Total bid price: \$17,300 (including all 4 boats)

5.2 - Itemization of Costs:

wages	\$ 4800
hazardous waste handling	\$ 480
disposal costs	\$ 1500
tool and equipment rental	\$ 1200
permits and insurance	\$ 500

5.3 - The contractor does not wish to keep any items.

Vessel visit Certification

6.1

I hereby declare that the vessels and site were visited by Dan Ryan, a representative of Hydro Tech Int'l, on May 15, 2005. It was determined by Dan that the only potential hazardous waste in or on the vessels is contained inside the engines and any spill hazard is very unlikely.

Marcus Harvey

Signed

Mel Harvey Date 5-20-05

Marcus Harvey

Mel Harvey
Founder / Operations Manager

REFERENCES

Thank you for taking time to research the quality and professionalism of Hydro Tech International. We have extensive experience in diving operations in potable water storage tanks since 1995. My name is Marcus Harvey. As the founder, I have conducted this type of work in California, Oregon, Idaho, Nevada, Utah, Arizona, Montana, Colorado, Wyoming, New Mexico, Texas, N Dakota, S Dakota, Washington, Wisconsin and Minnesota.

Hydro Tech International (HTI) divers are graduates of accredited commercial diving colleges (Divers Institute of Technology in Seattle and College of Oceanering in L.A.). We are trained and certified for non-destructive testing of underwater structures. The National Association of Corrosion Engineers (NACE) has trained our personnel to evaluate corrosion. Steel Structures Painting Council provides our criteria and terminology for inspecting painted surfaces. Practical experience has provided our divers with countless hours of successful application of our underwater epoxy that we use for patching leaks in concrete and resurfacing failed coating areas that have resulted in corroding substrate.

Please see the back of this page for a listing of HTI references as well as actual water systems that we have cleaned, inspected or epoxy repaired.

References-

- Riverbend-Riverbank WD. OR - Clean concrete water tank
Contact: John Carnathan (503)557-1128
- King County WD #54, WA - Inspect and clean 100' elevated
Contact: Eric Clark 206-878-7210
- City of Manchester, WA - cleaned & inspected after earthquake damage to steel tanks.
Contact: Don Hoskinson (360) 871-0500
- City of Twin Falls, ID - epoxy patching to cracks in reservoir wall.
Contact: Mike Schroeder (208) 736-1540
- City of Idaho Falls, Id - Inspected elevated tank, 170' tall
Contact: Carol Arnold - (208) 529-1471
- City of Umatilla, Or - Inspected & cleaned steel storage tank
Contact: Roger Francis (541) 922-3226
- Lakewood Water District, WA - cleaned & inspected concrete tanks
Contact: Dave Hall (253) 588-4423
- City of Florence, OR- inspect and clean steel tanks
Contact: Rick Aitkin 541-997-7370
- National Park Service - Whitman Mission Historical Park, WA. Cleaned concrete tank.
Contact: Bruce Hancock (509) 522-6359
- National Park Service - Nez Perce National Hist. Park - Idaho, Cleaned concrete tank
Contact: Dennis Groseclose (208) 843-2261
- Dyer Partnership - City of Drain, OR. Inspected reservoir valve assembly
Contact: John Waddill, (541) 269-0732
- City of Central Point, OR - cleaned & inspected concrete tank.
Contact: Rick Bartlett (541)664-3321
- Jefferson County PUD #1, Port Hadlock, WA - cleaned & inspected 2 standpipes
Contact: James Parker (360) 385-5800
- City of Edmonds, WA - cleaned and inspected concrete tank
Contact: Jim Waite (425) 771-0235
- City of Wenatchee, WA - cleaned and inspected 8 million gal. Concrete tank
Contact: Dan Curry (509) 664-3385

Other public water systems that Hydro Tech International owner has inspected, cleaned and epoxy repaired since 1995.

- Natl. Park Service, NV - cleaned/inspected 13 tanks at Lake Mead
- Belgrade, MT - cleaned/ inspected 185' elevated tank
- Jackson, WY - cleaned/ inspected bolted steel tank
- Bayview, ID - cleaned/inspected historical wood and concrete elevated tank

See Back for more Experience and Standards



Hydro Tech International, HTI, is a service company that specializes in the potable water industry. The services we provide include:

- Commercial Diving
- Tank lining

Utilizing today's latest technology HTI is able to find solutions to the problems that water suppliers face. Our professional dive teams have a broad range of experience to understand the concerns that we note in the tank environment and to then apply a solution to remedy the problem.

Operations

Diving

HTI offers an alternative to the usual way of draining your storage reservoirs for maintenance inspections and cleaning. Some repairs and corrosion control can also be conducted under water. Diving requires less time and is many times less expensive than draining. Minimal water is wasted through our underwater cleaning operations.

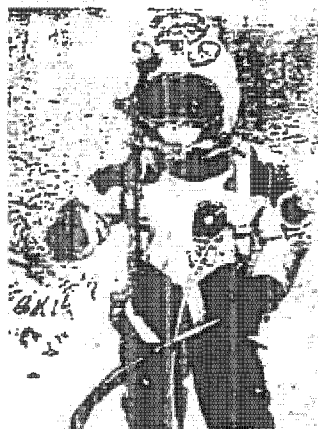
As a commercial diving company dedicated to potable water operations we follow a strict standard. Our underwater maintenance utilizes highly skilled divers from accredited diving schools. This ensures quality and safety for your projects.

Equipment: All our diving operations are conducted using real-time, closed circuit color video. Real-time audio communication is part of our documentation and our customers can take part in the communication with the diver. This is very efficient when decisions need to be made regarding repairs.

Our equipment is approved by AWWA, ADC and OSHA for commercial diving in potable water. Our divers dress is designed to keep the diver dry to

eliminate any cross contamination between person and water supply. Our dry suits are made of vulcanized rubber to be easily cleaned and disinfected.

HTI tools and equipment is made of non-porous material and disinfected prior to being immersed in potable water.



AWWA and ADC approved equipment worn by HTI divers.

Video and lighting systems are mounted to the top of the divers helmet gear and is continuously monitored by surface support team. This allows a hands-free worker who is more efficient and complete in the underwater documentation of any project. You can see everything the diver sees as he is seeing it.

Cleaning: HTI uses cleaning tools specially designed for cleaning and vacuuming sediment from potable water storage structures. Our

vacuums are designed with internal brushes to sweep the floor as they clean. We can clean walls and floors.

- Elevated tanks
- Clear wells
- Steel bolted / welded
- Standpipes
- River intake screens / vaults

After we clean your structure we then do a complete inspection.

Inspections: All underwater inspections are documented on real-time audio / video and projected on a monitor screen at our customized dive station. You receive:

- Video copy
- Written report
- Picture diagram
- Still photos (if requested)

Items we note during inspections are:

- Coating condition
- Degree of substrate corrosion
- Plumbing condition
- Cathodic protection function
- Detect leaks
- Visual structural integrity of steel, concrete or membrane lining.

Repairs: HTI has the ability to provide minor repairs to your water storage structures.

- Stop leaks
- Patch coating failure
- Reattach level assemblies
- Repair flexible membranes
- Corrosion control
- other repair needs

We use an NSF 60/61 approved 2-part underwater epoxy for making repairs to leaks and failed coating. This provides a competent inhibitor to substrate corrosion.

Date: Sunday, May 22, 2005

To: DNR
Melissa Montgomery
Phone:
Fax: 253-926-8956

From: Hydro Tech International ,
Marcus Harvey
Phone: 866-765-3032
Fax: 360-765-3463

Pages: 5

Subject:

Please find following my proposal for disposal of 4 derilect vessels, KP05-004 Pt Washington Narrows Disposal RFP.

I shall also ~~attempt~~ to send this by email.

Thakyou for considering Hydro tech International,

Marcus Harvey

*Melissa, page 1 is the addition, the remaining
pages are the original proposal.*



PO Box 1732
Port Townsend, WA 98368
email: mharvey@olympen.com
Toll Free (866) 765-3032
Fax (360) 765-3463

May 26, 2005

Department of Natural Resources, Wa State
Aquatic Resources
Melissa Montgomery
950 Farman Ave,
Enumclaw, WA 98022

fax 253-926-8956 phone 797-5146
melissa.montgomery@wadnr.gov

Re: Removal and Disposal Proposal @ Pt Washington Narrows

This is an addition to the original proposal as requested by Melissa to explain in more detail regarding the movement of the boats from the water line to the hard packed ground.

Technical Proposal

2.4 - Per Dan Ryan, representative for Hydro Tech who surveyed the project site, he does not recall there being a potential problem or obstacles in dragging the boat hulls off the beach and up to the drive-able ground. It was mentioned by Melissa that there may be pilings between the boats and the disposal point creating an obstacle to maneuver the boat debris around. If there is an obstacle then we are prepared to use nylon straps and snatch blocks to pull the boats around the obstacle. There are ample trees around that we could use as anchors for the snatch blocks. 2" nylon straps will prevent damage to the trees. It is estimated that the water logged hulls weigh 10,000-12,000 lbs. After the majority of the cabin and deck are stripped away the remaining hull will be considerably lighter and should slide across the ground without problem. The batteries will be disposed at Kitsap County Hazardous Waste Disposal.

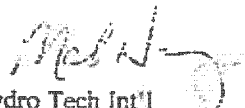
Cost Proposal

The following cost proposal for services includes taxes.

Bid	\$17,300
Taxes (.084)	\$ 1,453
Total	\$18,753

Please ensure this page accompanies the original proposal submitted.

Thank you for the opportunity to submit our proposal for DNR, WA. We look forward to the chance to work for you.


Hydro Tech Int'l
Marcus Harvey



Contact: PO Box 1732
Port Townsend, WA 98368
Toll Free: (866) 765-3032
Fax: (360) 765-3463
Email: mharvey@olympen.com

The following is a proposal for Department of Natural Resources, WA State. The project is to remove and dispose of (4) 35' wooded pleasure type boats from the tide zone in Bremerton along Port Washington Narrows.

Due at 5:00 pm May 20.

Company Information

1.1 - Hydro Tech International, Port Townsend, WA 98363
Commercial Diving and Marine Services
Sole Proprietorship

1.2 - Contact: Marcus Harvey, Project Manager

mharvey@olympen.com
(360) 765-3463 ph / fax
(b) (6) cell

1.3 - No prior experience contracting for Salvage / Disposal of derelict vessels. I am familiar with the processes of vessel demolition and construction of boats.

Technical Proposal

2.1 - Hazardous waste identified on vessels: Potentially motor oil inside the engines. There are 2 engines per boat. The motor oil will not be a spill hazard as long as the engines are not taken apart. We have no reason to disassemble the engines and expose the oil.

2.2 - Handling of hazardous waste: Engines will be removed from the boat hulls and hoisted onto a truck for recycling. Oil will be drained as necessary at the recycling yard and disposed.

2.3 - Final destination of hazardous waste shall be Kitsap County Hazardous Waste Disposal, Bremerton 360-337-4631.

2.4 - Method of demolition and equipment used: Upon our inspection of the vessels to be removed we found the wood to be in an advanced state of deterioration. Demolition shall be a manual combination of pry bars, sledge hammers, and heavy wood saws. The debris shall be moved off the beach using a 10T forklift that will be provided by the leasee of the property. Distance that debris must be hauled is approximately 60'. Each vessel has twin gas powered engines which will be separated from the wood debris and scrapped at a steel recycle yard.

2.5 - Debris shall be moved using a forklift and deposited into a 20' x 6' waste removal container provided by Kitsap Waste Management and hauled by Kitsap Waste Management (800-592-9995) to the Olympic View Transfer Station in Bremerton (360-674-2297).

2.6 - Upon our inspection of the vessels we found no visible signs of hazardous waste. Fuel tanks have been removed and the bilges have long been washed clean of any oily residue. Any potential waste would be motor oil still inside the engines. Careful, upright removal of the engines will prevent any spillage of this oil. Oil that is recovered shall be disposed of at an approved waste oil disposal point at the Kitsap County Hazardous Waste Disposal, Bremerton.

2.7 - Any and all debris or waste shall be picked up and removed from the site so that a natural environment remains. Of course the surface soils will be disturbed by our presence and our intent would be to remedy this disturbance by minimizing our impact and returning the area to a landscape better than when we arrive.

2.8 – Plan: We shall arrive on day one to begin taking apart the wooden boat hulls and piling the wood debris above the high tide line. This will be accomplished with wood saws and prybars thus eliminating larger equipment on the beach. With most of the boat demolished and the engines still resting on the motor mounts we will drag the aft portion of the boats up to within reach of the forklift. The engines will be picked out of the boat mounts and set on a truck for hauling to a steel scrap yard and the wood debris will be picked up and put into the disposal container and trucked to the landfill site. Once all scrap is removed from the beach, the soil will be smoothed and left in a natural condition with no trace of the removal process.

2.9 – We believe we can accomplish this project in 8 days or less. Our schedule would be preferred M-F 0700-1700. We will have no problem scheduling this project in June 6-17.

2.10 – We assume two days to remove each boat, so the above time estimate includes the fourth boat. The cost of removing the 4th boat is: \$ 3,700

Management Proposal

3.1 – Management for this project includes Marcus Harvey, sole proprietor of Hydro Tech Int'l and site supervisor. Personnel include 3 workers to demolish and remove the boat debris. Operator for the forklift will be the owner of the forklift and will be hired hourly for his time.

3.2 – No subcontractors will be needed or used

Compliance Statements

4.1 – I hereby declare that Hydro Tech Int'l has the manpower and resources to start and complete the project as described by Washington State Department of Natural Resources to demolish and remove 3-4 wooden pleasure boats located in tidal zone. All work, as described in project proposal, shall be performed with utmost care for safety of persons and care for the environment.

Marcus Harvey

Signed Marcus Harvey Date 5-20-05

4.2 – Payment terms as described by DNR, to be paid within 30 days of receipt is acceptable. Invoice shall be submitted with a clear breakdown of handling and disposal costs to include receipts.

Marcus Harvey

Signed Marcus Harvey Date 5-20-05

4.3 – I hereby declare the following insurance will be in affect for the beginning and duration of the project described.

Commercial General Liability for \$1,000,000

Wa State Workers Compensation

Business Auto Liability for \$1,000,000

Environmental Impairment and Pollution Liability is an insurance that HydroTech is unwilling to secure due to the extremely high cost factor and ongoing premiums. This disposal project doesn't fit this excessive requirement.

Marcus Harvey

Signed Marcus Harvey Date 5-20-05

Cost Proposal

5.1 - Total bid price: \$17,300 (including all 4 boats)

5.2 - Itemization of Costs:

wages	\$ 4800
hazardous waste handling	\$ 480
disposal costs	\$ 1500
tool and equipment rental	\$ 1200
permits and insurance	\$ 500

5.3 - The contractor does not wish to keep any items.

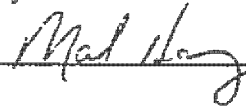
Vessel visit Certification

6.1

I hereby declare that the vessels and site were visited by Dan Ryan, a representative of Hydro Tech Int'l, on May 15, 2005. It was determined by Dan that the only potential hazardous waste in or on the vessels is contained inside the engines and any spill hazard is very unlikely.

Marcus Harvey

Signed



Date

5-20-05

Marcus Harvey

Founder / Operations Manager





FACSIMILE COVER LETTER

To: Ginger

Telephone:

Fax:

From:
Shoreline District Aquatics Region
950 Farman Ave N.
Enumclaw, WA 98022-9282

Sender's Name:

Melissa

Telephone:(360)825-1631 TTY:(360)825-6381 Fax:(360)825-1672

Date: 6-10-05

Time: 10

Total number of pages (including cover sheet): 12

Description: McGinnis Marine Enh. B & app

BALLARD DIVING & SALVAGE INC.

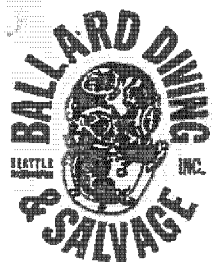
1525 NW BALLARD WAY
SEATTLE, WA 98107-4712
PHONE: 206 782 6750
FAX: 206 782 8944
E-MAIL: divers@ballarddiving.com

FAX**To:** Melissa Montgomery**From:** Bob Rouleau**Comp:** DNR**Fax:** 253 926 8956**Pages:****Phone:** 253 797 5146**Date:** Friday, May 20, 2005**Re:** Port Washington Salvage Proposal**cc:**

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply

Please find attached out response to your request for salvage proposals.

e-mailed public disclosure form on 6-3-05 10 am
called him to set up a meeting for Fri June 17, 05
e-mailed directions to NRB 6-3-05



May 31, 2005

Melissa Montgomery
Aquatic Land Manager
Washington Dept. of Natural Resources
950 Farman Ave. North
Enumclaw, WA 98022-9282

RECEIVED
JUN 02 2005
DNR-SPS

**Subject; Formal Debriefing; Port Washington Narrows Derelict Vessel Removal
(KP04-005)**

In response to your e mail dated May 27, 2005, we are requesting a formal debriefing which, I assume, includes copies of all other proposals.

Looking forward to your response

Yours truly,

Bob Rouleau, Estimator



WASHINGTON STATE DEPARTMENT OF
Natural Resources
Doug Sutherland - Commissioner of Public Lands

FACSIMILE COVER PAGE

To: *Melissa*

Telephone:

Fax:

From: South Puget Sound
950 Farman Ave N.
Enumclaw, WA 98022-9282

Sender's Name: *Ginger*

Telephone: (360) 825-1631 TTY: (360) 825-6381 Fax: (360) 825-1672

Date: *6/2/05*

Time: *1245*

Total number of pages (including cover sheet): *2*

Description: *Ballard Diving + Salvage letter*



WASHINGTON STATE DEPARTMENT OF
Natural Resources
Doug Sutherland - Commissioner of Public Lands

FACSIMILE COVER LETTER

To: *Melissa*

Telephone:

Fax:

From: Shoreline District Aquatics Region
950 Farman Ave N.
Enumclaw, WA 98022-9282

Sender's Name:
Ginger

Telephone:(360) 825-1631 TTY:(360) 825-6381 Fax:(360) 825-1672

Date: *6/6/05*

Time: *1137*

Total number of pages (including cover sheet): *2*

Description: *Blackwater Marine, LLC - request for debriefing*

Blackwater Marine, LLC



NIKISKI, AK ~ SEATTLE, WA

BLACKWATER MARINE, LLC

**12019 76 Place NE ~ Kirkland, Wa 98034
425-828-6434 office ~ 425-216-1121 fax**

**P O Box 8505 ~ Nikiski, AK 99635
907-776-5551 office ~ 907-776-8836 fax**

Melissa

**I would like to request a debriefing on the Port Washington narrows
derelict vessel removal project that was awarded to global diving and
salvage.**

Thank you

Gary Allen

RECEIVED

JUN 03 2005

DNR-SFS

Faxed to Fife

← Melissa
Region
Rick HrazWashington
Department of
FISH and
WILDLIFE**HYDRAULIC PROJECT APPROVAL**
RCW 77.55.100 - Appeal pursuant to Chapter 34.05 RCWCoastal
48 Devonshire Road
Montesano, WA 98563
(360) 249-4628

MAY 16 2005

Issue Date: May 13, 2005

Control Number: 101489-1

Expiration Date: August 31, 2005

FPA/Public Notice #:

<u>PERMITTEE</u>	<u>AUTHORIZED AGENT OR CONTRACTOR</u>
Washington Department of Natural Resources ATTENTION: Melissa Montgomery 950 Farman Avenue Enumclaw WA, 98022-9282 253-797-5146() Fax: 253-926-8956	

Project Name: Remove Derelict Vessels

Project Description: Removal four derelict vessels from the intertidal area.

PROVISIONS

1. NOTIFICATION REQUIREMENT: The Area Habitat Biologist (AHB) listed below shall receive written notification (FAX 360.876.1894 or mail) from the person to whom this Hydraulic Project Approval (HPA) is issued (permittee) or the agent/contractor no less than three working days prior to the start of construction activities. The notification shall include the permittee's name, project location, starting date for work, and the control number for this HPA.
2. NOTIFICATION REQUIREMENT: The Enforcement Sergeant listed below shall receive written notification (FAX 360.664.0689 or mail) from the person to whom this Hydraulic Project Approval (HPA) is issued (permittee) or the agent/contractor no less than three working days prior to start of work, and again within seven days of completion of work to arrange for a compliance inspection. The notification shall include the permittee's name, project location, starting date for work or completion date of work, and the control number for this HPA.
3. Work shall be accomplished per plans and specifications approved by the Washington Department of Fish and Wildlife entitled Derelict Vessel Removal JARPA dated May 9, 2005, except as modified by this Hydraulic Project Approval. A copy of these plans shall be available on site during construction.
4. All debris or deleterious material resulting from vessel removal shall be removed from the beach area and bed and prevented from entering waters of the state. A boom or similar device shall be required to contain floatable materials.
5. Vessels shall be disposed of at approved upland disposal site so they will not re-enter state waters.
6. Removal shall be conducted an excavator (clamshell) or boom truck operated landward of the ordinary high water line. Equipment shall be operated to minimize turbidity. Removed material shall not be stockpiled waterward of the ordinary high water line.
7. Upon completion of the vessel removal, the beach shall contain no pits, potholes, or large depressions to avoid stranding of fish.



Washington
Department of
FISH and
WILDLIFE

HYDRAULIC PROJECT APPROVAL

Coastal
48 Devonshire Road
Montesano, WA 98563
(360) 249-4628

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Expiration Date: August 31, 2005

FPA/Public Notice #:

8. Vessel removal shall be accomplished in the dry when the tide is low.
9. Removal or destruction of overhanging bankline vegetation shall be limited to that necessary for the construction of the project.
10. Intertidal wetland vascular plants shall not be adversely impacted due to project activities. If such vegetation is adversely impacted, it shall be replaced using proven methodology.
11. All natural habitat features on the beach larger than 12 inches in diameter, including trees, stumps, logs, and large rocks, shall be retained on the beach following the work. These habitat features may be moved during the work if necessary.
12. If at any time, as a result of project activities, fish are observed in distress, a fish kill occurs, or water quality problems develop (including equipment leaks or spills), immediate notification shall be made to the Washington Department of Ecology at 1-800-258-5990, and to the Area Habitat Biologist listed below.
13. No petroleum products or other deleterious materials shall enter surface waters.
14. No burning of materials shall occur below the ordinary high water line.
15. Project activities shall not degrade water quality to the detriment of fish life.

PROJECT LOCATIONS

Location #1 Port Washington

Work Start:05-16-2005 Work End:08-31-2005

WRIA	WATERBODY		TRIBUTARY TO		COUNTY
15.9100	Wria 15 Marine		Puguet Sound		Kitsap
1/4 SEC.	Section	Township:	Range:	Latitude:	Longitude
All	14	24 N	01 E	N 47.578557	W 122.642396
DRIVING DIRECTIONS: Tidelands between Pennsylvania Avenue and Thompson Drive street ends.					

NOTES

APPLY TO ALL HYDRAULIC PROJECT APPROVALS

This Hydraulic Project Approval pertains only to the provisions of the Washington State Fisheries and Wildlife Code, specifically RCW 77.55 (formerly RCW 75.20). Additional authorization from other public agencies may be necessary for this project. The person(s) to whom this Hydraulic Project Approval is issued is responsible for applying for and obtaining any additional authorization from other public agencies (local, state and/or federal) that may be necessary for this project.

This Hydraulic Project Approval shall be available on the job site at all times and all its provisions followed by the person(s) to whom this Hydraulic Project Approval is issued and operator(s)



Washington
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FISH and
WILDLIFE

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Expiration Date: August 31, 2005

FPA/Public Notice #:

performing the work.

This Hydraulic Project Approval does not authorize trespass. It is the responsibility of the permit holder to secure any landowner permissions or use authorizations as needed for the project.

The person(s) to whom this Hydraulic Project Approval is issued and operator(s) performing the work may be held liable for any loss or damage to fish life or fish habitat that results from failure to comply with the provisions of this Hydraulic Project Approval.

Failure to comply with the provisions of this Hydraulic Project Approval could result in a civil penalty of up to one hundred dollars per day or a gross misdemeanor charge, possibly punishable by fine and/or imprisonment.

All Hydraulic Project Approvals issued pursuant to RCW 77.55.100 or 77.55.200 are subject to additional restrictions, conditions or revocation if the Department of Fish and Wildlife determines that new biological or physical information indicates the need for such action. The person(s) to whom this Hydraulic Project Approval is issued has the right pursuant to Chapter 34.04 RCW to appeal such decisions. All Hydraulic Project Approvals issued pursuant to RCW 77.55.110 may be modified by the Department of Fish and Wildlife due to changed conditions after consultation with the person(s) to whom this Hydraulic Project Approval is issued: PROVIDED HOWEVER, that such modifications shall be subject to appeal to the Hydraulic Appeals Board established in RCW 77.55.170.

APPEALS INFORMATION

IF YOU WISH TO APPEAL THE ISSUANCE OR DENIAL OF, OR CONDITIONS PROVIDED IN A HYDRAULIC PROJECT APPROVAL, THERE ARE INFORMAL AND FORMAL APPEAL PROCESSES AVAILABLE.

A. INFORMAL APPEALS (WAC 220-110-340) OF DEPARTMENT ACTIONS TAKEN PURSUANT TO RCW 77.55.100, 77.55.110, 77.55.140, 77.55.190, 77.55.200, and 77.55.290: A person who is aggrieved or adversely affected by the following Department actions may request an informal review of:

(A) The denial or issuance of a Hydraulic Project Approval, or the conditions or provisions made part of a Hydraulic Project Approval; or

(B) An order imposing civil penalties. A request for an INFORMAL REVIEW shall be in WRITING to the Department of Fish and Wildlife HPA Appeals Coordinator, 600 Capitol Way North, Olympia, Washington 98501-1091 and shall be RECEIVED by the Department within 30-days of the denial or issuance of a Hydraulic Project Approval or receipt of an order imposing civil penalties. If agreed to by the aggrieved party, and the aggrieved party is the Hydraulic Project Approval applicant, resolution of the concerns will be facilitated through discussions with the Area Habitat Biologist and his/her supervisor. If resolution is not reached, or the aggrieved party is not the Hydraulic Project Approval applicant, the Habitat Environmental Services Division Manager or his/her designee shall conduct a review and recommend a decision to the Director or his/her designee. If you are not satisfied with the results of this informal appeal, a formal appeal may be filed.



Washington
Department of
FISH and
WILDLIFE

HYDRAULIC PROJECT APPROVAL

Coastal
48 Devonshire Road
Montesano, WA 98563
(360) 249-4628

Issue Date: May 13, 2005

Control Number: 101489-1

Expiration Date: August 31, 2005

FPA/Public Notice #:

B. FORMAL APPEALS (WAC 220-110-350) OF DEPARTMENT ACTIONS TAKEN PURSUANT TO RCW 77.55.100 OR 77.55.140: A person who is aggrieved or adversely affected by the following Department actions may request a formal review of:

(A) The denial or issuance of a Hydraulic Project Approval, or the conditions or provisions made part of a Hydraulic Project Approval;

(B) An order imposing civil penalties; or

(C) Any other 'agency action' for which an adjudicative proceeding is required under the Administrative Procedure Act, Chapter 34.05 RCW.

A request for a FORMAL APPEAL shall be in WRITING to the Department of Fish and Wildlife HPA Appeals Coordinator, shall be plainly labeled as 'REQUEST FOR FORMAL APPEAL' and shall be RECEIVED DURING OFFICE HOURS by the Department at 600 Capitol Way North, Olympia, Washington 98501-1091, within 30-days of the Department action that is being challenged. The time period for requesting a formal appeal is suspended during consideration of a timely informal appeal. If there has been an informal appeal, the deadline for requesting a formal appeal shall be within 30-days of the date of the Department's written decision in response to the informal appeal.

C. FORMAL APPEALS OF DEPARTMENT ACTIONS TAKEN PURSUANT TO RCW 77.55.110, 77.55.200, 77.55.230, or 77.55.290: A person who is aggrieved or adversely affected by the denial or issuance of a Hydraulic Project Approval, or the conditions or provisions made part of a Hydraulic Project Approval may request a formal appeal. The request for FORMAL APPEAL shall be in WRITING to the Hydraulic Appeals Board per WAC 259-04 at Environmental Hearings Office, 4224 Sixth Avenue SE, Building Two - Rowe Six, Lacey, Washington 98504; telephone 360/459-6327.

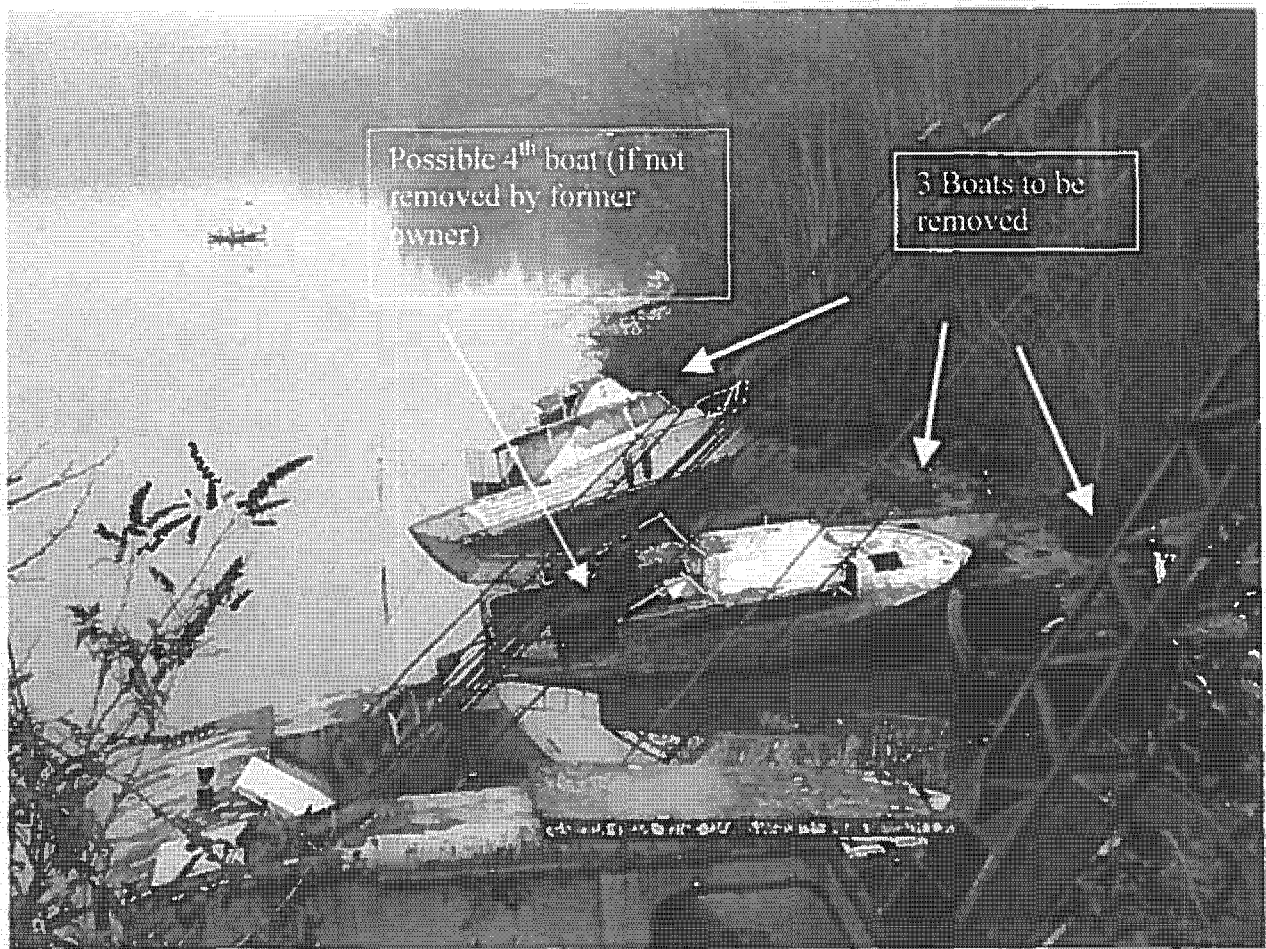
D. FORMAL APPEALS OF DEPARTMENT ACTIONS TAKEN PURSUANT TO CHAPTER 43.21L RCW: A person who is aggrieved or adversely affected by the denial or issuance of a Hydraulic Project Approval, or the conditions or provisions made part of a Hydraulic Project Approval may request a formal appeal. The FORMAL APPEAL shall be in accordance with the provisions of Chapter 43.21L RCW and Chapter 199-08 WAC. The request for FORMAL APPEAL shall be in WRITING to the Environmental and Land Use Hearings Board at Environmental Hearings Office, Environmental and Land Use Hearings Board, 4224 Sixth Avenue SE, Building Two - Rowe Six, P.O. Box 40903, Lacey, Washington 98504; telephone 360/459-6327.

E. FAILURE TO APPEAL WITHIN THE REQUIRED TIME PERIODS RESULTS IN FORFEITURE OF ALL APPEAL RIGHTS. IF THERE IS NO TIMELY REQUEST FOR AN APPEAL, THE DEPARTMENT ACTION SHALL BE FINAL AND UNAPPEALABLE.

ENFORCEMENT OFFICER: Sergeant Jackson (29) P3

Randi Thurston Habitat Biologist	360-895-6123	<i>Randi L. Thurston</i>	for Director WDFW
-------------------------------------	--------------	--------------------------	----------------------

CC: Robert Grumbach, City of Bremerton
Sandra Lange, DOE
Allison O'Sullivan, Suquamish Tribe
Jason Hesseltine



FDS

Phone # 503-618-1111

**FAX
COVER LETTER**Date: 5/20/05To: Melissa MontgomeryCompany: Dept. Natural ResourcesFax # 253-926-8756Comments: PLEASE KEEP us on your listHowever we will not be able to Quote you on this oneFrom: FREI
Fax# 503-618-8883# of pages including Cover Letter 1

AGENCY USE ONLY

Agency Reference #:

Date Received

Circulated by:

(local govt. or agency)

JOINT AQUATIC RESOURCES PERMIT APPLICATION FORM (JARPA)

(for use in Washington State)



PLEASE TYPE OR PRINT IN BLACK INK.



TO FILL IN ELECTRONICALLY, USE F11 TO MOVE THROUGH THE FORM

- ☐ Application for a Fish Habitat Enhancement Project per requirements of RCW 77.55.290. You must submit a copy of this completed JARPA application form and the (Fish Habitat Enhancement JARPA Addition) to your local Government Planning Department and Washington Department of Fish & Wildlife Area Habitat Biologist on the same day.

NOTE: LOCAL GOVERNMENTS – You must submit any comments on these projects to WDFW within 15 working days.

Based on the instructions provided, I am sending copies of this application to the following: (check all that apply)

- ☒ Local Government for shoreline: ☐ Substantial Development ☐ Conditional Use ☐ Variance ☒ Exemption ☐ Revision
☐ Floodplain Management ☐ Critical Areas Ordinance
- ☒ Washington Department of Fish and Wildlife for HPA (Submit 3 copies to WDFW Region)
- ☐ Washington Department of Ecology for 401 Water Quality Certification (to Regional Office-Federal Permit Unit)
- ☐ Washington Department of Natural Resources for Aquatic Resources Use Authorization Notification
- ☐ Corps of Engineers for: ☐ Section 404 ☐ Section 10 permit
- ☐ Coast Guard for: ☐ General Bridge Act Permit ☐ Private Aids to Navigation (for non-bridge projects)
- ☐ For Department of Transportation projects only: This project will be designed to meet conditions of the most current Ecology/Department of Transportation Water Quality Implementing Agreement

SECTION A - Use for all permits covered by this application. Be sure to ALSO complete Section C (Signature Block) for all permit applications.

1. APPLICANT

Washington Dept. of Natural Resources; Melissa Montgomery, Shoreline District, Aquatics Region

MAILING ADDRESS

950 Farman Ave, Enumclaw WA 98022-9282

WORK PHONE
253-797-5146

E-MAIL ADDRESS
melissa.montgomery@wadnr.gov

HOME PHONE

FAX #
253-926-8956

If an agent is acting for the applicant during the permit process, complete #2. Be sure agent signs Section C (Signature Block) for all permit applications

2. AUTHORIZED AGENT

MAILING ADDRESS

WORK PHONE

E-MAIL ADDRESS

HOME PHONE

FAX #

3. Relationship of applicant to property: ☒ OWNER ☐ PURCHASER ☐ LESSEE ☐ _____

4. Name, address and phone number of property owner(s) if other than applicant:

5. Location (street address, including city, county and zip code, where proposed activity exists or will occur)

tidelands between Pennsylvania Ave and Thompson Dr street ends, Bremerton, WA (adjacent to Sesko property)

Local government with jurisdiction (city or county)

Waterbody you are working in Port Washington Narrows

Is this waterbody on the 303(d) List** YES ☐ NO ☒

If YES, what parameter(s)? _____

**For 303d List,

<http://www.ecy.wa.gov/programs/wa/303d/index.html>

Tributary of
Puget Sound

WRIA #

Shoreline designation

Zoning designation

¼ Section

Section
14

Township
T24N

Range
R1E

Government Lot

DNR stream type if known

Latitude and Longitude:

Tax Parcel Number

ECY 070-15 (Rev. 11/04) JARPA Contact the State of Washington Office of Regulatory Assistance for latest version or call 360/407-7037 or 800/917-0043

6. Describe the current use of the property, and structures existing on the property. Have you completed any portion of the proposed activity on this property? ☐ YES ☒ NO

For any portion of the proposed activity already completed on this property, indicate month and year of completion.

The beach has been used as a dumping ground for derelict vessels. There are no permanent structures.

Is the property agricultural land? ☐ YES ☐ NO Are you a USDA program participant? ☐ YES ☐ NO

7a. Describe the proposed work that needs aquatic permits: Complete plans and specifications should be provided for all work waterward of the ordinary high water mark or line, including types of equipment to be used. If applying for a shoreline permit, describe all work within and beyond 200 feet of the ordinary high water mark. If you have provided attached materials to describe your project, you still must summarize the proposed work here. Attach a separate sheet if additional space is needed.

Note: This vessel removal was previously covered by HPA #00-F1534-01 issued to the City of Bremerton for the Sesko abatement in January 2002 but the project was not done.

Using the guidelines outlined in the Derelict Vessel Removal Program, DNR will hire a contractor to remove and dispose (in upland location) of three approximately 35-foot long wood-hulled pleasure boats (DNR Id #KP05-004). DNR has also taken custody of a fourth vessel (WN 6090-JB). The former owner will be taking the lead on removing this vessel but if he doesn't remove it by May 26, 2005 the DNR contractor will remove this vessel as well. All four vessels are priority 2B vessels that are partially sunken and laying on the tidelands. The vessels are entirely exposed during low tides higher than +3 MLLW. The vessels are considered a hazard to human health because the boats are rotten and there is evidence that they have become an attractive nuisance. They are also an environmental and aesthetic blight because they take up intertidal habitat.

The unnamed vessel with Washington registration number WN 6090-JB will be moved by Jason Hesseltine (258010 Hwy 101, Port Angeles, WA 98362; 360-310-0469) by May 26. He plans to remove the vessel using the Pennsylvania Street end and has proposed the following:

- Rent a 17 ton boom truck because there is no beach access
- Have Waste Management bring in a 40 yard dumpster
- Prepare the vessel for removal by cutting it into pieces on the beach
- Use the boom truck to remove the sections from the beach
- Dispose of all the pieces of the vessel properly and according to the laws and regulation

For the other three vessels it is anticipated that the boats will be removed intact when possible via upland crane and deposited into an upland container during low tide either from the Pennsylvania Avenue street end or the McConkey property. The use of the street end for vessel removal will require the cutting of at least two small trees growing at the street end. For the vessels that are too decayed to lift in one piece they will be dismantled on the beach and lifted by crane to an upland dumpster. One vessel may have small amounts of hazardous materials on board (WN 6922K). The contractor will be responsible for the disposal of any dangerous/hazardous materials found onboard the vessel and must take all reasonable and prudent measures to ensure containment of any dangerous/hazardous materials to the immediate vicinity of the work area.

PREPARATION OF DRAWINGS: See sample drawings and guidance for completing the drawings. **ONE SET OF ORIGINAL OR GOOD QUALITY REPRODUCIBLE DRAWINGS MUST BE ATTACHED.** NOTE: Applicants are encouraged to submit photographs of the project site, but these DO NOT substitute for drawings. **THE CORPS OF ENGINEERS AND COAST GUARD REQUIRE DRAWINGS ON 8-1/2 X 11 INCH SHEETS. LARGER DRAWINGS MAY BE REQUIRED BY OTHER AGENCIES.**

7b. Describe the purpose of the proposed work and why you want or need to perform it at the site. Please explain any specific needs that have influenced the design.

To abate a human safety hazard and an aesthetic and environmental blight using the authority granted under RCW 79.100.

7c. Describe the potential impacts to characteristic uses of the water body. These uses may include fish and aquatic life, water quality, water supply, recreation and aesthetics. Identify proposed actions to avoid, minimize, and mitigate detrimental impacts and provide proper protection of fish and aquatic life. Identify which guidance documents you have used. Attach a separate sheet if additional space is needed.

Removal of the derelict vessel will improve the natural habitat quality, aesthetics and safety of the area. No mitigation is planned.

7d. For in water construction work, will your project be in compliance with the State of Washington water quality standards for turbidity WAC 173.201A-1107? ☐ YES ☐ NO (See USEFUL DEFINITIONS AND INSTRUCTIONS) no in water work planned

8. Will the project be constructed in stages? YES ☒ NO ☐ One boat will be removed prior to May 26 and three boats will be removed between May 31 and June 24

Proposed starting date: May 12, 2005 or As soon as possible

Estimated duration of activity: completed by June 24, 2005

9. Check if any temporary or permanent structures will be placed: No

☐ Waterward of the ordinary high water mark or line for fresh or tidal waters AND/OR

☐ Waterward of the mean higher high water for tidal waters?

10. Will fill material (rock, fill, bulkhead, or other material) be placed: No

☐ Waterward of the ordinary high water mark or line for fresh waters?

If YES, VOLUME (cubic yards) / AREA (acres)

☐ Waterward of the mean higher high water for tidal waters?

If YES, VOLUME (cubic yards) / AREA (acres)

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11. Will material be placed in wetlands? ☐ YES ☒ NO

If YES:

A. Impacted area in acres:

B. Has a delineation been completed? If YES, please submit with application. ☐ YES ☐ NO

C. Has a wetland report been prepared? If YES, please submit with application ☐ YES ☐ NO

D. Type and composition of fill material (e.g., sand, etc.)

E. Material source:

F. List all soil series (type of soil) located at the project site, and indicate if they are on the county's list of hydric soils. Soils information can be obtained from the natural Resources Conservation Service (NRCS).

G. WILL PROPOSED ACTIVITY CAUSE FLOODING OR DRAINING OF WETLANDS? ☐ YES ☐ NO

If YES, IMPACTED AREA IS _____ ACRES OF DRAINED WETLANDS.

NOTE: If your project will impact greater than 1/2 of an acre of wetland, submit a mitigation plan to the Corps and Ecology for approval along with the JARPA form.

NOTE: A 401 water quality certification will be required from Ecology in addition to an approved mitigation plan if your project impacts wetlands that are: a) greater than 1/2 acre in size, or b) tidal wetlands or wetlands adjacent to tidal water. Please submit the JARPA form and mitigation plan to Ecology for an individual 401 certification if a) or b) applies.

12. Stormwater Compliance for Nationwide Permits Only: This project is (or will be) designed to meet ecology's most current stormwater manual, or an Ecology approved local stormwater manual. ☐ YES ☐ NO

If YES – Which manual will your project be designed to meet? _____

If NO – For clean water act Section 401 and 404 permits only – Please submit to Ecology for approval, along with this JARPA application, documentation that demonstrates the stormwater runoff from your project or activity will comply with the water quality standards, WAC 173.201(A)

13. Will excavation or dredging be required in water or wetlands? ☐ YES ☒ NO

If YES:

A. Volume: _____ (cubic yards) /area _____ (acre)

B. Composition of material to be removed: _____

C. Disposal site for excavated material: _____

D. Method of dredging: _____

14. Has the State Environmental Policy Act (SEPA) been completed ☐ YES ☐ NO Exemption under RCW 197.11.800(12a&d) Enforcement of RCW 79.100

SEPA Lead Agency: WDNR
 SEPA Decision: DNS, MDNS, EIS, Adoption, Exemption Decision Date (end of comment period)
 SUBMIT A COPY OF YOUR SEPA DECISION LETTER TO WDFW AS REQUIRED FOR A COMPLETE APPLICATION

15. List other Applications, approvals or certifications from other federal, state or local agencies for any structures, construction discharges or other activities described in the application (i.e. preliminary plat approval, health district approval, building permit, SEPA review, federal energy regulatory commission license (FERC), Forest practices application, etc.). Also, indicate whether work has been completed and indicate all existing work on drawings. NOTE: For use with Corps Nationwide Permits, identify whether your project has or will need an NPDES permit for discharging wastewater and/or stormwater.

TYPE OF APPROVAL	ISSUING AGENCY	IDENTIFICATION NO.	DATE OF APPLICATION	DATE APPROVED	COMPLETED?
Right of Way Permit	City of Bremerton		Contractor will apply for if using street end		
Shoreline exemption	City of Bremerton		5/10/05		

16. Has any agency denied approval for the activity you're applying for or for any activity directly related to the activity described herein?
☐ YES ☒ NO
 If YES, explain:

SECTION B - Use for Shoreline and Corps of Engineers permits only:

17a. Total cost of project. This means the fair market value of the project, including materials, labor, machine rentals, etc.

Project is currently out for bid but is expected to be around \$10,000.

17b. If a project or any portion of a project receives funding from a federal agency, that agency is responsible for ESA consultation. Please indicate if you will receive federal funds and what federal agency is providing those funds. See instructions for information on ESA.*

FEDERAL FUNDING ☐ YES ☒ NO If YES, please list the federal agency.

18. Local government with jurisdiction: City of Bremerton

19. For Corps, Coast Guard and DNR permits, provide names, addresses and telephone numbers of adjoining property owners, lessees, etc. - **Please note:** Shoreline Management Compliance may require additional notice - consult your local government.

NAME	ADDRESS	PHONE NUMBER

SECTION C - This section MUST be completed for any permit covered by this application

20. Application is hereby made for a permit or permits to authorize the activities described herein. I certify that I am familiar with the information contained in this application, and that to the best of my knowledge and belief, such information is true, complete, and accurate. I further certify that I possess the authority to undertake the proposed activities. I hereby grant to the agencies to which this application is made, the right to enter the above-described location to inspect the proposed, in-progress or completed work. I agree to start work ONLY after all necessary permits have been received.

SIGNATURE OF APPLICANT	DATE
SIGNATURE OF AUTHORIZED AGENT	DATE

I HEREBY DESIGNATE _____ TO ACT AS MY AGENT IN MATTERS RELATED TO THIS APPLICATION FOR PERMIT(S). I UNDERSTAND THAT IF A FEDERAL PERMIT IS ISSUED, I MUST SIGN THE PERMIT.

SIGNATURE OF APPLICANT	DATE
SIGNATURE OF LANDOWNER (EXCEPT PUBLIC ENTITY LANDOWNERS, E.G. DNR)	
THIS APPLICATION <u>MUST</u> BE SIGNED BY THE APPLICANT AND THE AGENT, IF AN AUTHORIZED AGENT IS DESIGNATED.	

18 U.S.C §1001 provides that: Whoever, in any manner within the jurisdiction of any department or agency of the United States knowingly falsifies, conceals, or covers up by any trick, scheme, or device a material fact or makes any false, fictitious, or fraudulent statements or representations or makes or uses any false writing or document knowing same to contain any false, fictitious, or fraudulent statement or entry, shall be fined not more than \$10,000 or imprisoned not more than 5 years or both.

COMPLETED BY LOCAL OFFICIAL

A. Nature of the existing shoreline. (Describe type of shoreline, such as marine, stream, lake, lagoon, marsh, bog, swamp, flood plain, floodway, delta; type of beach, such as accretion, erosion, high bank, low bank, or dike; material such as sand, gravel, mud, clay, rock, riprap; and extent and type of bulkheading, if any)

B. In the event that any of the proposed buildings or structures will exceed a height of thirty-five feet above the average grade level, indicate the approximate location of and number of residential units, existing and potential, that will have an obstructed view:

C. If the application involves a conditional use or variance, set forth in full that portion of the master program which provides that the proposed use may be a conditional use, or, in the case of a variance, from which the variance is being sought:

These Agencies are Equal Opportunity and Affirmative Action employers.

For special accommodation needs, please contact the appropriate agency in the instructions

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**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
DOUG SUTHERLAND, Commissioner of Public Lands**

**CONTRACT FOR VESSEL REMOVAL DISPOSAL
Port Washington Narrows Vessels**

Vessel Removal Contract No. 05-383

This Contract is between the State of Washington Department of Natural Resources, referred to as the DNR or State, and Global Diving & Salvage, Inc, referred to as the Contractor, for the express purposes described in the following provisions.

The overall purpose of this Contract is to:

Remove and dispose of three vessels (DVRP ID # KP05-004) located on the Port Washington Narrows tidelands between the Thompson Dr. and Pennsylvania Ave. street ends. The project will be conducted in accordance with Revised Code of Washington (RCW) 79.100.

The parties mutually agree to the terms, conditions and covenants described below, attached, or incorporated by reference as follows:

1.01 Rights and Obligations. *Attachment A* contains the General Terms and Conditions governing work to be performed under this Contract, the nature of the working relationship between the DNR and the Contractor, and obligations of both parties. All rights and specific obligations of the parties to this Contract shall be subject to and governed by Attachment A and other attachments each incorporated by reference, and by the Special Terms and Conditions.

SPECIAL TERMS AND CONDITIONS

2.01 Scope of Work. The detailed Scope of Work is described in the following:

Attachment B contains the detailed description of the work.

Attachment C contains the Hydraulic Project Approval (HPA).

3.01 Conduct of Work. The Contractor shall furnish all necessary qualified personnel, material, and equipment, and manage and direct the same to timely complete the work described in this Contract. Contractor shall pay Prevailing Wages in accordance with RCW 39.12.040.

4.01 Period of Performance.

- (1) **Effective Date:** The period of performance shall begin on June 2, 2005.
- (2) **Completion Date:** This Contract shall terminate no later than June 30, 2005.

5.01. Prevailing Wages. Contractor shall pay the applicable prevailing rate of wages to workers, laborers, or mechanics employed in the performance of the work in accordance with RCW 39.12. Contractor shall file a Statement of Intent to Pay Prevailing Wages with the DNR. Copies of the Statement shall be posted in the job site.

6.01 OSHA and WISHA Requirements. Contractor agrees to comply with conditions of the Federal Occupational Safety and Health Acts of 1970 (OSHA), as may be amended, and the Washington Industrial Safety and Health Act of 1973 (WISHA). The Contractor shall comply with the standards and regulations issued under such Acts and certify that all items furnished and purchased under this Contract shall conform to them.

7.01 Performance Security. Contractor shall provide a performance security in an amount equal to Thirty Thousand Four Hundred Dollars (\$30,400.00), within ten (10) business days after successful bid. The bond must guarantee the Contractor's performance of all provisions in this Contract, with the exception of the obligations under Hazardous Waste Indemnification subsection. The bond must name State as the obligee.

A Letter of Credit may substitute for a performance bond unless prohibited by statute. If it is irrevocable, it allows the State to draw funds at will, and names State as beneficiary. A Letter of Credit must comply with Title 62A RCW, Article 5. A savings account assignment may substitute for a performance bond. Contractor shall not operate unless a performance security has been accepted by the State. If at any time the State decides that this security has become unsatisfactory, Contractor agrees to suspend operations and, within 24 hours of notification, to either replace the security with one acceptable to the State, or to supplement the amount of the existing security. The performance security shall remain in force at all times during the term of this Contract and until all payments required under Clause(s) 8.01 are made. Upon any default by Contractor in its obligations under this agreement, State may collect on the performance security to offset the liability of Purchaser to State. Collection on the performance security shall not relieve Contractor of liability, shall not limit any of State's other remedies, and shall not reinstate or cure the default or prevent termination of the agreement because of the default.

8.01 Compensation and Payment.

- (1) **Amount of Compensation:** Contractor's compensation for services rendered shall be based on the bid submitted on May 20, 2005 as accepted by DNR. Compensation including expenses payable to Contractor for satisfactory performance of the work under this Contract is Thirty Thousand Three Hundred Eighty Two Dollars and Fifteen Cents, (\$30,382.15).
- (2) **Time of Payment:** Payment for work performed shall be made upon full completion of the work.

Payment is timely if DNR pays within 30 days after receiving properly completed invoice vouchers. Payments shall be sent to the address designated by the Contractor. The DNR may terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

- (3) **Invoices:** Payment for services rendered shall be payable when the Contractor submits properly completed invoice vouchers. The Contractor should submit invoices as soon as possible after work is completed, preferably before June 30, 2005. Invoice vouchers shall include information necessary for the DNR to determine the exact nature of all expenditures and shall not exceed the amount agreed to. Each voucher will clearly indicate that it is for the services rendered in performance under this Contract. Requests for payment shall be submitted to the DNR Project Manager.
- (4) **Biennial Closures:** Under biennial closing procedures, the Contractor **must submit all invoices and/or billings** for services or material supplied under this Contract through June 30, 2005, to DNR **no later than July 10, 2005**. If DNR does not receive invoices and bills by July 10, 2005 a considerable delay in payment may result.

9.01 Liquidated Damage. Liquidated damage is set at Five Hundred Dollars (\$500.00) per day beyond the completion date specified in 4.01. The liquidated damage is not a penalty but rather shall be construed as damage sustained by DNR if work is not timely achieved.

10.01 General Insurance and Bond Requirements. Contractor shall, at all times during the term of this Contract at its cost and expense, buy and maintain insurance of the types and amounts listed below. If Contractor fails to procure and maintain the insurance described below, Contractor shall be in material breach of this Contract. In case of breach, DNR, at its election, shall have the right to terminate the contract or to procure and maintain, at Contractor's expense, substitute insurance with right of offset against any money due Contractor.

All insurance and surety bonds should be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception shall be reviewed and approved by the DNR's Risk Manager before the Contract is accepted. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.

State of Washington, Department of Natural Resources shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications:

- a. Insurers subject to Chapter 48.18 RCW (admitted and regulated by the Insurance Commissioner): The insurer shall give the State 45 days advance notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.
- b. Insurers subject to Chapter 48.15 RCW (surplus lines): The State shall be given 20 days advance notice of cancellation. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.

Within ten (10) business days of successful bid, Contractor shall furnish State of Washington, Department of Natural Resources with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified in the agreement and, if requested, copies of policies to State. The certificate of insurance shall reference the State of Washington, Department of Natural Resources, and the derelict vessel removal and demolition agreement number.

Contractor shall include all subcontractors as insured under all required insurance policies, or shall furnish separate certificates of insurance and endorsements for each subcontractor. Subcontractor(s) must comply fully with all insurance requirements stated herein. Failure of subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

The State of Washington, Department of Natural Resources, its elected and appointed officials, agents and employees shall be named as an additional insured on all general liability, excess, umbrella, and property insurance policies.

All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by State.

Contractor waives all rights against State for recovery of damages to the extent these damages are covered by general liability or umbrella insurance maintained pursuant to this agreement.

By requiring insurance herein, State does not represent that coverage and limits will be adequate to protect Contractor, and such coverage and limits shall not limit Contractor's liability under the indemnities and reimbursements granted to State in this agreement.

The limits of insurance, which may be increased by State of Washington, Department of Natural Resources, as deemed necessary, shall not be less than as follows:

Commercial General Liability (CGL)/Marine General Liability (MGL) Insurance.

Purchaser shall maintain commercial general liability (CGL) insurance or marine general liability (MGL) insurance covering claims for bodily injury, personal injury, or property damage arising on the property and/or out of Contractor's operations and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 per each occurrence. If such CGL or MGL insurance contains aggregate limits, the General Aggregate limit shall be at least twice the "each occurrence" limit. CGL or MGL insurance shall have products-completed operations aggregate limit of at least two times the "each occurrence" limit.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 (or a substitute form providing equivalent coverage). All insurance shall cover liability arising out of premises, operations, independent contractors, products completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another party assumed in a business contract), and contain separation of insured (cross liability) condition. MGL insurance shall have no exclusions for non-owned watercraft.

Protection and Indemnity Insurance.

Contractor shall procure and maintain Protection and Indemnity (P and I) insurance, including hull coverage. This insurance will cover all claims with respect to injuries or damages to persons or property, including nets and fishing lines, sustained in, on, or about the property, including while at a marina and in transit, with limits of liability not less than \$1,000,000. If necessary, commercial umbrella insurance covering claims for these risks shall be procured and maintained.

Workers' Compensation Coverage.

Contractor shall comply with all State of Washington workers' compensation statutes and regulations. Workers' compensation coverage shall be provided for all employees of Contractor and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which exists out of or in connection with the performance of this agreement. Except as prohibited by law, Contractor waives all rights of subrogation against State for recovery of damages to the extent they are covered by workers' compensation, employer's liability, commercial general liability, or commercial umbrella liability insurance.

If Contractor, subcontractor or sub-subcontractor fails to comply with all State of Washington workers' compensation statutes and regulations and State incurs fines or is required by law to provide benefits to or obtain coverage for such employees, Contractor shall indemnify State. Indemnity shall include all fines, payment of benefits to Contractor or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees.

Longshore and Harbor Worker's Insurance

Certain work or services under this agreement may require insurance coverage for longshore and harbor workers other than seaman as provided in the Longshore and Harbor Worker's Compensation Act [33 U.S.C.A. Section 901 et seq.]. Failure to obtain coverage in the amount required by law may result in civil and criminal liabilities. Contractor is fully responsible for ascertaining if such insurance is required and shall maintain insurance in compliance with this Act. Contractor is responsible for all civil and criminal liability that may arise from the failure to maintain such coverage.

Jones Act

Certain work or services under this agreement may require insurance coverage for seaman injured during employment resulting from negligence of the owner, master or fellow crew members as provided in 46 U.S.C.A. Section 688. Failure to obtain coverage in the amount required by law may result in civil and criminal liabilities. Contractor is fully responsible for ascertaining if such insurance is required and shall maintain insurance in compliance with this Act. Contractor is responsible for all civil and criminal liability that may arise from the failure to maintain such coverage.

Marine Vessel Pollution Liability Insurance. Contractor shall obtain for the duration of the agreement marine vessel pollution liability, including investigation and defense costs, for bodily injury and property damage, including loss of use of damaged property or of property that has been physically damaged or destroyed. Failure to buy and maintain the required insurance may result in a breach and/or termination of the contract at State's option. Such coverage must provide coverage for on-site clean-up costs and cover gradual and sudden pollution, and includes in its scope of coverage, natural resource damage claims. The State of Washington, Department of Natural Resources shall be named as additional insured. Coverage shall be maintained in an amount of at least:

1. \$1,000,000 each occurrence for contractor's operations at the site(s) identified above, and
2. If the policy contains a general aggregate limit or policy limit, it shall be at least \$5,000,000.

Such insurance may be provided on an occurrence or claims-made basis. If such coverage is obtained as an endorsement to the CGL and is provided on a claims-made basis, the following additional conditions must be met:

- a. The Insurance Certificate must state that the insurer is covering hazardous substance removal.
- b. The policy must contain no retroactive date, or the retroactive date must precede abatement services.
- c. Coverage must be continuously maintained with the same insurance carrier through the official completion of any work on the agreement Area.
- d. The extended reporting period (tail) must be purchased to cover a minimum of 36 months beyond completion of work.

Environmental Impairment and Contractor's Pollution Liability Insurance. Contractor shall maintain in force for the duration of this contract insurance covering losses caused by pollution conditions that arise from the operations of the contractor described under the scope of services of this agreement. Insurance shall apply to bodily injury; property damage, including loss of use of damaged property or of property that has not been physically injured; cleanup costs, and defense, including cost and expenses incurred in the investigation, defense, or settlement of claims. The insurance policy affording these required coverages shall be written in an amount of at least \$1,000,000 per loss, with an annual aggregate of at least \$2,000,000 if the contract is for the removal of a single vessel. If the contract is for the removal of multiple vessels, the per loss limits remain unchanged, but an annual aggregate of at least \$5,000,000 is required. The insurance policy shall be endorsed to include as insured the State of Washington, Department of Natural Resources, its officers and employees. An insurer acceptable to the Department shall write the policy of insurance.

If coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this agreement; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 36 months beginning from the time that work

under the contract is completed. If the scope of services as defined in the agreement includes the disposal of any hazardous or non-hazardous materials from the job site, the Contractor must furnish to the DNR evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting waste under this agreement. Coverage certified to the DNR must be maintained in minimum amounts of \$1,000,000 per loss, with an annual aggregate of at least \$5,000,000.

11.01 Complete Agreement in Writing. This Contract contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties.

12.01 Contract Management. The Project Managers for each of the parties shall be the contact persons for this Contract. All communications and billings will be sent to the Project Manager of DNR. The Project Managers shall ensure supervision and coordination, and shall take corrective action as necessary to meet contractual requirements. The Project Managers shall be available at all times during normal working hours throughout the term of the Contract.

13.01 Project Managers.

	Contractor	DNR
Name	Kyle Watson	Melissa Montgomery
Phone	206-623-0621	253-797-5146

IN WITNESS WHEREOF, the parties have executed this Contract.

GLOBAL DIVING AND SALVAGE, INC.

Dated: JUNE 8, 2005

By: 
KYLE WATSON

Title: Project Manager

Address: 3840 West Marginal Way, S.W.
Seattle WA 98106

Telephone: 206-623-0621

FTIN: 91-1107-754

UBI Number: 600-346-895

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Dated: 6/13, 2005

By: 
MARK MAUREN

Title: Assistant Region Manager

Address: 950 Farman Ave N.
Enumclaw, WA 98022

GENERAL TERMS AND CONDITIONS

1.01 Identification. The Contract number must appear on all documents, correspondence, invoices and all other written material submitted or prepared in conjunction with this Contract.

2.01 Independent Capacity of Contractor. The Contractor and its employees or agents performing under this Contract are not employees or agents of the DNR. The Contractor will not represent itself nor claim to be an officer or employee of the DNR or of the State of Washington by reason hereof, nor will the Contractor make any claims of right, privilege or benefit which would accrue to an employee under Washington law.

3.01 Deductions. The DNR shall make no deductions from the stated amount of compensation for income tax, social security taxes, medical insurance, industrial insurance, license fees or deductions of any other kind. Contractor is responsible for all deductions for which the Contractor may be liable.

4.01 Retention of Records. The Contractor shall maintain books, records, documents and other materials which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. These materials shall be available at all reasonable times for inspection, review, or audit by personnel duly authorized by the DNR, and State or federal officials so authorized by law, rule, regulation or contract. The Contractor will retain these materials for six (6) years after settlement or termination.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

5.01 Right of Inspection. The Contractor shall provide right of access to its facilities to the DNR, any of its officers, or to any other authorized agent or official of the State of Washington or the federal government at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Contract.

6.01 Close-out. The Contractor must submit all requests for reimbursement for work performed under this Contract to the DNR so that they are received no later than thirty (30) days following the termination of this Contract. If an earlier date is specified in this Contract, the earlier date shall take precedence.

7.01 Non-discrimination. During the performance of this Contract, the Contractor shall comply with all federal and State nondiscrimination laws, regulations and policies. In the event of the Contractor's noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy, this Contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the DNR.

8.01 Assignability. This Contract, and any claim arising under this Contract, is not assignable or delegable by the Contractor either in whole or in part.

9.01 Subcontracting. Neither the Contractor nor any Subcontractor shall enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of the DNR.

10.01 Changes/Extras. The DNR may at any time, by written order, make changes within the general scope of this Contract. No payment for changes or extras shall be made unless such changes or extras and the price have been authorized in advance in writing by the DNR Project Manager. No extension of time because of changes or extras will be allowed, unless such extension has been authorized by the DNR Project Manager.

No contract work shall be commenced nor any payment rendered for any work or services to be performed in connection with this Contract until a contract amendment has been signed by both parties.

11.01 Disputes. The DNR Project Manager shall decide disputes concerning questions of fact that are not resolved by agreement. The DNR Project Manager shall furnish the Contractor a written, signed copy of the decision. The DNR Project Manager's decision is final unless the Contractor appeals in writing to the DNR Project Manager within 30 days of receiving the latter's decision. The Commissioner of Public Lands or his authorized representative will decide the appeal. The decision will be final.

This dispute resolution process shall precede any action in a judicial or quasi-judicial tribunal. The Contractor does not waive any right to seek review of the DNR's decision. The Contractor may seek review only in the Superior Court of Thurston County. Pending final decision, the Contractor shall proceed diligently to perform according to the Contract and to DNR's decisions.

12.01 Conflict of Interest. The DNR may, by written notice to the Contractor, terminate this Contract if it is found that there is a violation of the State Ethics Law, chapter 42.52 RCW or any similar statute involving the Contractor in the procurement of, or performance under, this Contract.

In the event this Contract is terminated as provided above, the DNR shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the Contract. The rights and remedies of the DNR provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law.

13.01 Termination for Convenience. The DNR may terminate this Contract in whole or in part by giving fifteen (15) days' written notice to the Contractor when it is in the best interest of the DNR. If this Contract is so terminated, the DNR shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination.

14.01 Hold Harmless and Indemnification. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless DNR, its officials, agents and employees, from and against all claims arising out of or resulting from the performance of the Contract. "Claim" as used in this Contract means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable for bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting therefrom. Contractor's obligation to indemnify, defend, and hold harmless includes any claim by Contractor's agents, employees, representatives, or any subcontractor or its employees. Contractor expressly agrees to indemnify, defend, and hold harmless DNR for any claim arising out of or incident to contractor's or any subcontractor's performance or failure to perform the Contract. Contractor's obligation to indemnify, defend, and hold harmless DNR shall not be eliminated or reduced by any actual or alleged concurrent negligence of DNR or its agents, agencies, employees and officials. Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless DNR and its officials, agents or employees.

15.01 Licensing, Accreditation and Registration. The Contractor shall comply with all applicable local, State, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

16.01 Governing Law. This Contract shall be governed by the laws of the State of Washington. In the event of an inconsistency in this Contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

- (1) Applicable federal and State statutes and regulations;
- (2) The Special Terms and Conditions as contained in the main contract instrument;
- (3) The General Terms and Conditions contained in this Attachment A;
- (4) Any Statement of Work attached hereto and incorporated by reference herein; and
- (5) Any other provisions or attachments of the Contract whether incorporated by reference or otherwise.

17.01 Jurisdiction/Venue. This Contract shall be construed and interpreted under the laws of the State of Washington and the venue of any action brought under this Contract shall be in the Superior Court for Thurston County. The Contractor, by execution of this Contract, acknowledges the jurisdiction of the courts of the State of Washington in this matter.

18.01 Waiver. A failure by the DNR to exercise its rights shall not constitute a waiver of any rights under this Contract unless stated to be such in writing signed by an authorized representative of the DNR and attached to the original Contract.

19.01 Entire Contract. This document contains all covenants, stipulations and provisions agreed by both parties. No agent or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement representation, promise or agreement not set forth herein except for extension of the completion date. No changes, amendments or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as an amendment to this Contract.

20.01 Severability. If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Contract which can be given effect without the invalid provision, and to this end the provisions of this Contract are declared to be severable

DETAILED WORK DESCRIPTION

Brief History

Starting on or after June 3, 2005, Global Diving & Salvage, Inc ("Contractor" or "Global") will be removing three vessels, names unknown, Washington Registration numbers WN-6992-K and two with unknown registration numbers which are lying on the Port Washington Narrows tidelands between the Thompson Dr. and Pennsylvania Ave. street ends in the City of Bremerton, Kitsap County. The removal will be completed under the authority of RCW 79.100. The removals will include only the three vessels identified in the Request for Proposals KP05-004 and will not include any of the derelict vessels on stilts or higher up on the bank.

Work Description

Starting on or after June 3, 2005 the Contractor will begin mobilizing.

Global will perform a survey of the vessels to establish final inventory of materials, both hazardous and non hazardous, and develop waste streams as well as determine integrity of the hulls.

The next phase will consist of removing two vessels from the beach by floating the vessels at high tide using lift bags. The lift bags will be positioned around each vessel at low tide without the use of divers. The crew will return at high tide and inflate the lift bags. Once the gunwale is above the water, pumps will be used to enhance the buoyancy of the vessel. Once the vessels are stable they will be towed to Lion's Park where they will be removed from the water using Associated Boat Transport. The vessels will be removed at a rate of one vessel per day for a total of two or three days depending on if the option vessel is included. The vessels will be hauled to LRI Landfill in Graham, WA where they will be unloaded and demolished.

As a contingency, if the vessels are unable to be transported by Associated Boat Transport due to the dilapidated condition, the vessels will be yarded into the parking lot for demolition using an excavator. The cost of this contingency is included in Global's bid. Verbal permission to use the park site has been received from Tom Crestman, Maintenance Manager at the City of Bremerton Parks Department (360-473-5309) by both Melissa Montgomery and Kyle Watson. If requested by the City of Bremerton, Global will get written permission from the City of Bremerton Parks Department for use of the site. The park property will be returned to the same or better condition as it was in prior to the start of Global's activities. Interference with normal park activities will be kept as short as is reasonably possible.

The next phase will consist of demolishing the third vessel, which is the vessel with the port hull that has been partially removed. The condition of this vessel is such that floating with lift bags is not an option. Therefore Global will demolish the vessel on site. Global will tow a 40' construction barge to the work site. The barge will be loaded with an empty 30' drop box dumpster. The vessel will be cut into manageable pieces with chainsaws and will be loaded into

the dumpster. The area between the barge and the derelict boat will be boomed so as to contain any floating debris that falls during transfer. All floating debris will be removed prior to removing the boom. The loaded dumpster will be delivered to Seattle where it will be removed from the barge and transferred to the Eastmont Transfer Station for disposal. The worksite will be free from all debris prior to project closure.

All requirements of the amended HPA will be met.

Additional Information

Global anticipates one day on site to rig vessels with liftbags, two days on site to remove two vessels, and one day to demolish the boat that can't be floated. A high tide is required for floating the vessels, and the tide tables indicate that floating vessels on the evenings during the week of June 20 are the only daylight extreme high tides left in this time period.

Global will have a 21' Boston Whaler on scene during the salvage operation. The boat will be operated by a two person environmental crew, and will be stocked with sorbent materials. Any spills will be responded to immediately. Additionally, Global will have a 20' environmental response trailer with additional oil spill supplies including containment boom, additional sorbents, storage, PPE, and other necessary gear staged at the Lion's Park Boat Launch, located on the opposite side of the narrows from the job site.

Global submitted the following preliminary list of potential hazardous wastes and proposed waste handling procedures, based on their site visit on May 13, 2005.

Potential hazardous waste	Proposed waste handling procedure	Proposed final destination
Lead in paint	Diminimus quantities; will be disposed of as CDL	Eastmont Recycling Center
Diesel Fuel or Gasoline	Fuel found onboard the vessel will be pumped into hazmat barrels before the vessels are transferred to the landfill. Inventory will be kept by sounding each barrel in inches using water and fuel finding paste. Inches of fuel and water will be logged.	Marine Vacuum Service
Batteries	Any batteries found will be transferred into overpacks. A physical count of batteries will be made and logged before sealing the overpacks.	Eastmont Recycling Center

Completion of the Project

The project will be considered complete when:

1. The vessels have been removed from their current locations and disposed of in accordance with all local, state and federal laws and regulations.
2. The worksite is free from all debris.
3. Any staging areas at the City of Bremerton's Lion Park have been returned to the same or better condition than they were at the start of the project.

Contact Information

Global Diving& Salvage:

Kyle Watson, Project Manager (206) 623-0621 office
(b) (6) cell
Jeff Eyler, Env. Supervisor (b) (6)

Department of Natural Resources:

Melissa Montgomery, Project Manager (253) 797-5146
Rick Mraz, Derelict Vessel Program (360) 902-1574
Mark Mauren, Assistant Region Manager (253) 280-3252

Attachment C

Hydraulic Project Approval

A hydraulic project approval with Control # 101489-1 was issued on May 13, 2005 by the Washington Department of Fish and Wildlife. An amendment was requested on May 31, 2005. A copy of the original has been attached. The amended HPA will be forwarded to Global upon receipt.



Washington
Department of
FISH and
WILDLIFE

HYDRAULIC PROJECT APPROVAL
RCW 77.55.100 - Appeal pursuant to Chapter 34.05 RCW

Coastal
48 Devonshire Road
Montesano, WA 98563
(360) 249-4628

Issue Date: May 13, 2005
Expiration Date: August 31, 2005

Control Number: 101489-1
FPA/Public Notice #:

MAY 16 2005

<u>PERMITTEE</u>	<u>AUTHORIZED AGENT OR CONTRACTOR</u>
Washington Department of Natural Resources ATTENTION: Melissa Montgomery 950 Farman Avenue Enumclaw WA, 98022-9282 253-797-5146() Fax: 253-926-8956	

Project Name: Remove Derelict Vessels

Project Description: Removal four derelict vessels from the intertidal area.

PROVISIONS

1. NOTIFICATION REQUIREMENT: The Area Habitat Biologist (AHB) listed below shall receive written notification (FAX 360.876.1894 or mail) from the person to whom this Hydraulic Project Approval (HPA) is issued (permittee) or the agent/contractor no less than three working days prior to the start of construction activities. The notification shall include the permittee's name, project location, starting date for work, and the control number for this HPA.
2. NOTIFICATION REQUIREMENT: The Enforcement Sergeant listed below shall receive written notification (FAX 360.664.0689 or mail) from the person to whom this Hydraulic Project Approval (HPA) is issued (permittee) or the agent/contractor no less than three working days prior to start of work, and again within seven days of completion of work to arrange for a compliance inspection. The notification shall include the permittee's name, project location, starting date for work or completion date of work, and the control number for this HPA.
3. Work shall be accomplished per plans and specifications approved by the Washington Department of Fish and Wildlife entitled Derelict Vessel Removal JARPA dated May 9, 2005, except as modified by this Hydraulic Project Approval. A copy of these plans shall be available on site during construction.
4. All debris or deleterious material resulting from vessel removal shall be removed from the beach area and bed and prevented from entering waters of the state. A boom or similar device shall be required to contain floatable materials.
5. Vessels shall be disposed of at approved upland disposal site so they will not re-enter state waters.
6. Removal shall be conducted an excavator (clamshell) or boom truck operated landward of the ordinary high water line. Equipment shall be operated to minimize turbidity. Removed material shall not be stockpiled waterward of the ordinary high water line.
7. Upon completion of the vessel removal, the beach shall contain no pits, potholes, or large depressions to avoid stranding of fish.



HYDRAULIC PROJECT APPROVAL

Coastal
48 Devonshire Road
Montesano, WA 98563
(360) 249-4628

Issue Date: May 13, 2005

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Expiration Date: August 31, 2005

FPA/Public Notice #:

8. Vessel removal shall be accomplished in the dry when the tide is low.
9. Removal or destruction of overhanging bankline vegetation shall be limited to that necessary for the construction of the project.
10. Intertidal wetland vascular plants shall not be adversely impacted due to project activities. If such vegetation is adversely impacted, it shall be replaced using proven methodology.
11. All natural habitat features on the beach larger than 12 inches in diameter, including trees, stumps, logs, and large rocks, shall be retained on the beach following the work. These habitat features may be moved during the work if necessary.
12. If at any time, as a result of project activities, fish are observed in distress, a fish kill occurs, or water quality problems develop (including equipment leaks or spills), immediate notification shall be made to the Washington Department of Ecology at 1-800-258-5990, and to the Area Habitat Biologist listed below.
13. No petroleum products or other deleterious materials shall enter surface waters.
14. No burning of materials shall occur below the ordinary high water line.
15. Project activities shall not degrade water quality to the detriment of fish life.

PROJECT LOCATIONS

Location #1 Port Washington

Work Start:05-16-2005 Work End:08-31-2005

<u>WRIA</u>	<u>WATERBODY</u>		<u>TRIBUTARY TO</u>		<u>COUNTY</u>
15.9100	Wria 15 Marine		Puget Sound		Kitsap
<u>1/4 SEC.</u>	<u>Section</u>	<u>Township:</u>	<u>Range:</u>	<u>Latitude:</u>	<u>Longitude</u>
All	14	24 N	01 E	N 47.578557	W 122.642396
DRIVING DIRECTIONS: Tidelands between Pennsylvania Avenue and Thompson Drive street ends.					

NOTES

APPLY TO ALL HYDRAULIC PROJECT APPROVALS

This Hydraulic Project Approval pertains only to the provisions of the Washington State Fisheries and Wildlife Code, specifically RCW 77.55 (formerly RCW 75.20). Additional authorization from other public agencies may be necessary for this project. The person(s) to whom this Hydraulic Project Approval is issued is responsible for applying for and obtaining any additional authorization from other public agencies (local, state and/or federal) that may be necessary for this project.

This Hydraulic Project Approval shall be available on the job site at all times and all its provisions followed by the person(s) to whom this Hydraulic Project Approval is issued and operator(s).



Issue Date: May 13, 2005

Control Number: 101489-1

Expiration Date: August 31, 2005

FPA/Public Notice #:

performing the work.

This Hydraulic Project Approval does not authorize trespass. It is the responsibility of the permit holder to secure any landowner permissions or use authorizations as needed for the project.

The person(s) to whom this Hydraulic Project Approval is issued and operator(s) performing the work may be held liable for any loss or damage to fish life or fish habitat that results from failure to comply with the provisions of this Hydraulic Project Approval.

Failure to comply with the provisions of this Hydraulic Project Approval could result in a civil penalty of up to one hundred dollars per day or a gross misdemeanor charge, possibly punishable by fine and/or imprisonment.

All Hydraulic Project Approvals issued pursuant to RCW 77.55.100 or 77.55.200 are subject to additional restrictions, conditions or revocation if the Department of Fish and Wildlife determines that new biological or physical information indicates the need for such action. The person(s) to whom this Hydraulic Project Approval is issued has the right pursuant to Chapter 34.04 RCW to appeal such decisions. All Hydraulic Project Approvals issued pursuant to RCW 77.55.110 may be modified by the Department of Fish and Wildlife due to changed conditions after consultation with the person(s) to whom this Hydraulic Project Approval is issued: PROVIDED HOWEVER, that such modifications shall be subject to appeal to the Hydraulic Appeals Board established in RCW 77.55.170.

APPEALS INFORMATION

IF YOU WISH TO APPEAL THE ISSUANCE OR DENIAL OF, OR CONDITIONS PROVIDED IN A HYDRAULIC PROJECT APPROVAL, THERE ARE INFORMAL AND FORMAL APPEAL PROCESSES AVAILABLE.

A. INFORMAL APPEALS (WAC 220-110-340) OF DEPARTMENT ACTIONS TAKEN PURSUANT TO RCW 77.55.100, 77.55.110, 77.55.140, 77.55.190, 77.55.200, and 77.55.290: A person who is aggrieved or adversely affected by the following Department actions may request an informal review of:

(A) The denial or issuance of a Hydraulic Project Approval, or the conditions or provisions made part of a Hydraulic Project Approval; or

(B) An order imposing civil penalties. A request for an INFORMAL REVIEW shall be in WRITING to the Department of Fish and Wildlife HPA Appeals Coordinator, 600 Capitol Way North, Olympia, Washington 98501-1091 and shall be RECEIVED by the Department within 30-days of the denial or issuance of a Hydraulic Project Approval or receipt of an order imposing civil penalties. If agreed to by the aggrieved party, and the aggrieved party is the Hydraulic Project Approval applicant, resolution of the concerns will be facilitated through discussions with the Area Habitat Biologist and his/her supervisor. If resolution is not reached, or the aggrieved party is not the Hydraulic Project Approval applicant, the Habitat Environmental Services Division Manager or his/her designee shall conduct a review and recommend a decision to the Director or his/her designee. If you are not satisfied with the results of this informal appeal, a formal appeal may be filed.



Issue Date: May 13, 2005
Expiration Date: August 31, 2005

Control Number: 101489-1
FPA/Public Notice #:

B. FORMAL APPEALS (WAC 220-110-350) OF DEPARTMENT ACTIONS TAKEN PURSUANT TO RCW 77.55.100 OR 77.55.140: A person who is aggrieved or adversely affected by the following Department actions may request a formal review of:

(A) The denial or issuance of a Hydraulic Project Approval, or the conditions or provisions made part of a Hydraulic Project Approval;

(B) An order imposing civil penalties; or

(C) Any other 'agency action' for which an adjudicative proceeding is required under the Administrative Procedure Act, Chapter 34.05 RCW.

A request for a FORMAL APPEAL shall be in WRITING to the Department of Fish and Wildlife HPA Appeals Coordinator, shall be plainly labeled as 'REQUEST FOR FORMAL APPEAL' and shall be RECEIVED DURING OFFICE HOURS by the Department at 600 Capitol Way North, Olympia, Washington 98501-1091, within 30-days of the Department action that is being challenged. The time period for requesting a formal appeal is suspended during consideration of a timely informal appeal. If there has been an informal appeal, the deadline for requesting a formal appeal shall be within 30-days of the date of the Department's written decision in response to the informal appeal.

C. FORMAL APPEALS OF DEPARTMENT ACTIONS TAKEN PURSUANT TO RCW 77.55.110, 77.55.200, 77.55.230, or 77.55.290: A person who is aggrieved or adversely affected by the denial or issuance of a Hydraulic Project Approval, or the conditions or provisions made part of a Hydraulic Project Approval may request a formal appeal. The request for FORMAL APPEAL shall be in WRITING to the Hydraulic Appeals Board per WAC 259-04 at Environmental Hearings Office, 4224 Sixth Avenue SE, Building Two - Rowe Six, Lacey, Washington 98504; telephone 360/459-6327.

D. FORMAL APPEALS OF DEPARTMENT ACTIONS TAKEN PURSUANT TO CHAPTER 43.21L RCW: A person who is aggrieved or adversely affected by the denial or issuance of a Hydraulic Project Approval, or the conditions or provisions made part of a Hydraulic Project Approval may request a formal appeal. The FORMAL APPEAL shall be in accordance with the provisions of Chapter 43.21L RCW and Chapter 199-08 WAC. The request for FORMAL APPEAL shall be in WRITING to the Environmental and Land Use Hearings Board at Environmental Hearings Office, Environmental and Land Use Hearings Board, 4224 Sixth Avenue SE, Building Two - Rowe Six, P.O. Box 40903, Lacey, Washington 98504; telephone 360/459-6327.

E. FAILURE TO APPEAL WITHIN THE REQUIRED TIME PERIODS RESULTS IN FORFEITURE OF ALL APPEAL RIGHTS. IF THERE IS NO TIMELY REQUEST FOR AN APPEAL, THE DEPARTMENT ACTION SHALL BE FINAL AND UNAPPEALABLE.

ENFORCEMENT OFFICER: Sergeant Jackson (29) P3

Randi Thurston Habitat Biologist	360-895-6123	<i>Randi L. Thurston</i>	for Director WDFW
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CC: Robert Grumbach, City of Bremerton
Sandra Lange, DOE
Allison O'Sullivan, Suquamish Tribe
Jason Hesseltine

From: RICK MRAZ
To: MARTINEZ, JENNIFER
Date: 5/2/2005 10:10:46 AM
Subject: Re: Derelict Vessel Account

KP05-004

The staff time for Sesko is coming from the South Puget region folks (Melissa Montgomery, et al) and they seemed pretty certain that they would log 25% worth from their efforts.

Will do on the updates.

Rick

Rick Mraz
Aquatic Resources Program Coordinator
Tel: (360) 902-1574
Fax: (360) 902-1786
E-mail: rick.mraz@wadnr.gov

Aquatic Resources Division
Washington State Department of Natural Resources
PO Box 47027
1111 Washington St SE
Olympia
WA 98504-7027

>>> JENNIFER MARTINEZ 5/2/2005 10:02:34 AM >>>

Rick,

Do you think you will have enough staff time in Shoreline to meet the 25% match for the Sesko boats?

Please send me regular updates on these activities. We're getting close to the end of the biennium and I will need to know which ones are close to being completed, when the invoices are expected, which invoices need to be accrued and the calculations for the 25% Shoreline match.

Thank you,
Jennifer

>>> RICK MRAZ 5/2/2005 9:18:36 AM >>>

I spent about ten thousand for the two emergency removals in Gig Harbor. Emergency removal #1 was called "Damn Boat" (no surprise there, eh?). Emergency removal #2 was called SISU III. Actual billing breakdown for the first one is as follows:

Emergency removal for "Damn Boat"	\$3656.00
storage	117.38

There is a disposal RFP out now and it will likely cost about \$2-3k for this boat. I haven't received an invoice on the second emergency removal but have assurance that it is less than \$6500. No disposal RFP is out yet but this one is pretty big and will likely run similar to the Panther (+/- \$20K). So your estimate (\$315,643) is probably correct within 10%. I should have detailed billing and a clear idea of the costs for disposal of both boats by the end of May. The foreseeable significant expenses in the next quarter are as follows:

Dutcher Cove: I haven't received any bids yet (deadline is May 6) associated with the Dutcher Cove removal but you already have that included in the accounting estimate. Guesstimates from contractors indicate that your figures are pretty close.

San Juan County Sweep: They have sent in a Request for Assurance of Funds for \$180,000 to remove

19 vessels. I am reviewing their list and prioritization now to make sure they all qualify. I will be coordinating a response through Fran and you this week.

Sesko boats: The South Puget Sound region is conducting a four boat removal that will probably occur in June. It should be similar in cost to the three Olympia vessels X 1.25 (for the fourth boat), which would be around \$45,000 total (75% + 25%).

If you have questions, require clarification or need more information on these items please let me know.

Rick

Rick Mraz
Aquatic Resources Program Coordinator
Tel: (360) 902-1574
Fax: (360) 902-1786
E-mail: rick.mraz@wadnr.gov

Aquatic Resources Division
Washington State Department of Natural Resources
PO Box 47027
1111 Washington St SE
Olympia
WA 98504-7027

>>> JENNIFER MARTINEZ 4/29/2005 12:06:01 PM >>>

Currently I have an estimated DVRP balance for 3/31/05 of \$315,643. I'm going to qualify that with the numbers have not been updated as yet with March actual revenue and expenditure data. We estimate the next quarter revenue to be \$366,310.

If you can send me updated information about the current projects, what has been spent and what you plan on spending I'll try to update the worksheet.

Jennifer

>>> RICK MRAZ 4/28/2005 4:27:23 PM >>>

Hi Jennifer:

You may recall a while back I inquired about the website information for the Derelict Vessel Removal Account. The link is http://www.dnr.wa.gov/htdocs/aqr/derelict_vessel/fbal.htm It looks like this:

DVRP Fund Balance Estimated Ending Fund Balance through 5/31/04 \$318,038.00
Estimated Funds Available for Removals through 5/31/04 \$278,038.00

As you can see the current information is from May of 2004. Can we post anything more current? If you send me the balances I will take care of the rest. Thanks.

Rick

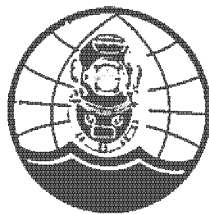
p.s. I do have a draft sheet dated 3/18/05 that shows a DVRA balance at \$682,803, with \$647,169 as the control total.

Rick Mraz

Aquatic Resources Program Coordinator
Tel: (360) 902-1574
Fax: (360) 902-1786
E-mail: rick.mraz@wadnr.gov

Aquatic Resources Division
Washington State Department of Natural Resources
PO Box 47027
1111 Washington St SE
Olympia
WA 98504-7027

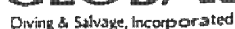
CC: MONTGOMERY, MELISSA; WILSON, SARAH



GLOBAL
Diving & Salvage, Incorporated

Devon Grennan
Manager
Environmental Operations

3840 West Marginal Way S.W.
Seattle, Washington 98106
24 hours a day call 206-623-0621
Fax: 206-932-9036
Cellular: 206-963-8132
Toll Free: 1-800-441-3483
dgrennan@gdiving.com



RECEIVED
JUN 30 2005
DNR-SPS

KPO5-07

Enumclaw, WA 98022

INVOICE: 104878

PH#: (253) 797-5146

PLEASE REMIT TO: 3840 W. Marginal Way, S.W., Seattle, WA 98106

at Bremerton, WA

Services requested Mon., 6/20 by: Melissa Montgomery

Please see attached for complete breakdown

Environmental Services	Mon., 6/20/2005	\$27,924.77
------------------------	-----------------	-------------

We appreciate your business!

WSST @ 8.8%	\$2,457.38
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Tax Status: Service

INVOICE TOTAL: \$30,382.15

Terms: Due Upon Receipt

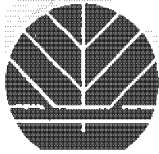
3840 -West Marginal Way S.W. Seattle, Washington 98106 24 hours a day • 206-623-0621 www.gcdiving.com Fax: 206-932-9036



Association of Diving Contractors



DNR-00049775



WASHINGTON STATE DEPARTMENT OF
Natural Resources

DOUG SUTHERLAND
Commissioner of Public Lands

June 16, 2005

CERTIFIED MAIL

Kyle Watson
Global Diving and Salvage, Inc.
3840 West Marginal Way, S.W.
Seattle, WA 98106

SUBJECT: Vessel Removal Contract No. 05-383

Dear Mr. Watson:

Enclosed is a final copy of Vessel Removal Contract No. 05-383 for your records.

If you should have any questions, feel free to contact me at (360) 825-1631, extension 2020.

Sincerely,

Melissa Montgomery (s)

Melissa Montgomery, Land Manager
Shoreline District Aquatics Region

REGION COPY

Enclosure

c: Region File
Aquatic Resources File

gj/05-383 VesselRemovalcontractTransmitFinal

SOUTH PUGET SOUND REGION ■ 950 FARMAN AVE N ■ ENUMCLAW, WA 98022-9282

TEL: (360) 825-1631 ■ FAX: (360) 825-1672 ■ TTY: (360) 825-6381

Equal Opportunity Employer

RECYCLED PAPER

DNR-00049777



WASHINGTON STATE DEPARTMENT OF
Natural Resources

DOUG SUTHERLAND
Commissioner of Public Lands

June 16, 2005

CERTIFIED MAIL

Kyle Watson
Global Diving and Salvage, Inc.
3840 West Marginal Way, S.W.
Seattle, WA 98106

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Sincerely,

Melissa Montgomery

Melissa Montgomery, Land Manager
Shoreline District Aquatics Region

OLYMPIA COPY

Enclosure

c: Region File
Aquatic Resources File

gj/05-383VesselRemovalcontractTransmitFinal

SOUTH PUGET SOUND REGION ■ 950 FARMAN AVE N ■ ENUMCLAW, WA 98022-9282

TEL: (360) 825-1631 ■ FAX: (360) 825-1672 ■ TTY: (360) 825-6381

Equal Opportunity Employer

RECYCLED PAPER

DNR-00049778

CONSTRUCTION
CONTRACT BOND

Bond 104342530

KNOW ALL BY THESE PRESENTS, That we, GLOBAL DIVING & SALVAGE, INC.

(called Principal), as Principal, and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

a _____ corporation of HARTFORD, CONNECICUT (called Surety), as Surety, are held and

firmly bound unto Washington Dept. of Natural Resources (called Obligee) in the sum of Thirty Thousand Three Hundred

Eighty Two and 15/100 ----- Dollars (\$ 30,382.15)

for the payment whereof Principal and Surety bind themselves, their legal representatives, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a written Contract dated 6-8-05,

with Obligee for Removal and Disposal of a Derelict Vessel, Solicitation/RFP No. KP05-004

a copy of which Contract is hereto annexed and made a part hereof as fully as if set forth herein:

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That, if Principal shall faithfully perform such Contract and pay all persons who have furnished labor or material for use in or about the improvement and shall indemnify and save harmless Obligee from all costs and damage by reason of Principal's default or failure so to do, then this obligation shall be null and void; otherwise it shall remain in full force and effect. Surety hereby waives notice of any alteration, extension or forbearance as to any of the terms of the Contract other than the terms of payment thereunder, made or extended by Obligee or Principal.

NO RIGHT OF ACTION shall accrue upon or by reason hereof to, or for the use or benefit of, anyone other than the Obligee herein named.

NO SUIT, ACTION OR PROCEEDING by the Obligee to recover on this bond shall be sustained unless the same be commenced within two (2) years following the date on which Principal ceased work on said Contract.

Signed and sealed this 16th day of June, 2005.

GLOBAL DIVING & SALVAGE, INC.

By Tim M. Bean Principal
PRES.

TRAVELERS CASUALTY AND SURETY
COMPANY OF AMERICA

By Linda Pawlak
Linda Pawlak, Attorney-in-Fact

**TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
TRAVELERS CASUALTY AND SURETY COMPANY
FARMINGTON CASUALTY COMPANY
Hartford, Connecticut 06183-9062**

POWER OF ATTORNEY AND CERTIFICATE OF AUTHORITY OF ATTORNEY(S)-IN-FACT

KNOW ALL PERSONS BY THESE PRESENTS, THAT TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, corporations duly organized under the laws of the State of Connecticut, and having their principal offices in the City of Hartford, County of Hartford, State of Connecticut, (hereinafter the "Companies") hath made, constituted and appointed, and do by these presents make, constitute and appoint: **Linda Pawlak, Robert J. Weller, David J. Buelow, of Seattle, Washington, their true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge, at any place within the United States, the following instrument(s): by his/her sole signature and act, any and all bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incident thereto and to bind the Companies, thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Companies, and all the acts of said Attorney(s)-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.**

This appointment is made under and by authority of the following Standing Resolutions of said Companies, which Resolutions are now in full force and effect:

VOTED: That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her.

VOTED: That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary.

VOTED: That any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary, or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority.

This Power of Attorney and Certificate of Authority is signed and sealed by facsimile (mechanical or printed) under and by authority of the following Standing Resolution voted by the Boards of Directors of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, which Resolution is now in full force and effect:

VOTED: That the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.



IMPORTANT DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

On November 26, 2002, President Bush signed into law the Terrorism Risk Insurance Act of 2002 (the "Act"). The Act establishes a short-term program under which the Federal Government will share in the payment of covered losses caused by certain acts of international terrorism. We are providing you with this notice to inform you of the key features of the Act, and to let you know what effect, if any, the Act will have on your premium.

Under the Act, insurers are required to provide coverage for certain losses caused by international acts of terrorism as defined in the Act. The Act further provides that the Federal Government will pay a share of such losses. Specifically, the Federal Government will pay 90% of the amount of covered losses caused by certain acts of terrorism which is in excess of an insurer's statutorily established deductible for that year. The Act also caps the amount of terrorism-related losses for which the Federal Government or an insurer can be responsible at \$100,000,000,000.00, provided that the insurer has met its deductible.

Please note that passage of the Act does not result in any change in coverage under the attached policy or bond (or the policy or bond being quoted). Please also note that no separate additional premium charge has been made for the terrorism coverage required by the Act. The premium charge that is allocable to such coverage is inseparable from and imbedded in your overall premium, and is no more than one percent of your premium.

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
DOUG SUTHERLAND, Commissioner of Public Lands**

**CONTRACT FOR VESSEL REMOVAL DISPOSAL
Port Washington Narrows Vessels**

Vessel Removal Contract No. 05-383

This Contract is between the State of Washington Department of Natural Resources, referred to as the DNR or State, and Global Diving & Salvage, Inc, referred to as the Contractor, for the express purposes described in the following provisions.

The overall purpose of this Contract is to:

Remove and dispose of three vessels (DVRP ID # KP05-004) located on the Port Washington Narrows tidelands between the Thompson Dr. and Pennsylvania Ave. street ends. The project will be conducted in accordance with Revised Code of Washington (RCW) 79.100.

The parties mutually agree to the terms, conditions and covenants described below, attached, or incorporated by reference as follows:

1.01 Rights and Obligations. *Attachment A* contains the General Terms and Conditions governing work to be performed under this Contract, the nature of the working relationship between the DNR and the Contractor, and obligations of both parties. All rights and specific obligations of the parties to this Contract shall be subject to and governed by Attachment A and other attachments each incorporated by reference, and by the Special Terms and Conditions.

SPECIAL TERMS AND CONDITIONS

2.01 Scope of Work. The detailed Scope of Work is described in the following:

Attachment B contains the detailed description of the work.

Attachment C contains the Hydraulic Project Approval (HPA).

3.01 Conduct of Work. The Contractor shall furnish all necessary qualified personnel, material, and equipment, and manage and direct the same to timely complete the work described in this Contract. Contractor shall pay Prevailing Wages in accordance with RCW 39.12.040.

4.01 Period of Performance.

- (1) **Effective Date:** The period of performance shall begin on June 2, 2005.
- (2) **Completion Date:** This Contract shall terminate no later than June 30, 2005.

5.01. Prevailing Wages. Contractor shall pay the applicable prevailing rate of wages to workers, laborers, or mechanics employed in the performance of the work in accordance with RCW 39.12. Contractor shall file a Statement of Intent to Pay Prevailing Wages with the DNR. Copies of the Statement shall be posted in the job site.

6.01 OSHA and WISHA Requirements. Contractor agrees to comply with conditions of the Federal Occupational Safety and Health Acts of 1970 (OSHA), as may be amended, and the Washington Industrial Safety and Health Act of 1973 (WISHA). The Contractor shall comply with the standards and regulations issued under such Acts and certify that all items furnished and purchased under this Contract shall conform to them.

7.01 Performance Security. Contractor shall provide a performance security in an amount equal to Thirty Thousand Four Hundred Dollars (\$30,400.00), within ten (10) business days after successful bid. The bond must guarantee the Contractor's performance of all provisions in this Contract, with the exception of the obligations under Hazardous Waste Indemnification subsection. The bond must name State as the obligee.

A Letter of Credit may substitute for a performance bond unless prohibited by statute. If it is irrevocable, it allows the State to draw funds at will, and names State as beneficiary. A Letter of Credit must comply with Title 62A RCW, Article 5. A savings account assignment may substitute for a performance bond. Contractor shall not operate unless a performance security has been accepted by the State. If at any time the State decides that this security has become unsatisfactory, Contractor agrees to suspend operations and, within 24 hours of notification, to either replace the security with one acceptable to the State, or to supplement the amount of the existing security. The performance security shall remain in force at all times during the term of this Contract and until all payments required under Clause(s) 8.01 are made. Upon any default by Contractor in its obligations under this agreement, State may collect on the performance security to offset the liability of Purchaser to State. Collection on the performance security shall not relieve Contractor of liability, shall not limit any of State's other remedies, and shall not reinstate or cure the default or prevent termination of the agreement because of the default.

8.01 Compensation and Payment.

- (1) Amount of Compensation: Contractor's compensation for services rendered shall be based on the bid submitted on May 20, 2005 as accepted by DNR. Compensation including expenses payable to Contractor for satisfactory performance of the work under this Contract is Thirty Thousand Three Hundred Eighty Two Dollars and Fifteen Cents, (\$30,382.15).
- (2) Time of Payment: Payment for work performed shall be made upon full completion of the work.

Payment is timely if DNR pays within 30 days after receiving properly completed invoice vouchers. Payments shall be sent to the address designated by the Contractor. The DNR may terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

- (3) **Invoices:** Payment for services rendered shall be payable when the Contractor submits properly completed invoice vouchers. The Contractor should submit invoices as soon as possible after work is completed, preferably before June 30, 2005. Invoice vouchers shall include information necessary for the DNR to determine the exact nature of all expenditures and shall not exceed the amount agreed to. Each voucher will clearly indicate that it is for the services rendered in performance under this Contract. Requests for payment shall be submitted to the DNR Project Manager.
- (4) **Biennial Closures:** Under biennial closing procedures, the Contractor **must submit all invoices and/or billings** for services or material supplied under this Contract through June 30, 2005, to DNR **no later than July 10, 2005**. If DNR does not receive invoices and bills by July 10, 2005 a considerable delay in payment may result.

9.01 Liquidated Damage. Liquidated damage is set at Five Hundred Dollars (\$500.00) per day beyond the completion date specified in 4.01. The liquidated damage is not a penalty but rather shall be construed as damage sustained by DNR if work is not timely achieved.

10.01 General Insurance and Bond Requirements. Contractor shall, at all times during the term of this Contract at its cost and expense, buy and maintain insurance of the types and amounts listed below. If Contractor fails to procure and maintain the insurance described below, Contractor shall be in material breach of this Contract. In case of breach, DNR, at its election, shall have the right to terminate the contract or to procure and maintain, at Contractor's expense, substitute insurance with right of offset against any money due Contractor.

All insurance and surety bonds should be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception shall be reviewed and approved by the DNR's Risk Manager before the Contract is accepted. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.

State of Washington, Department of Natural Resources shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications:

- a. Insurers subject to Chapter 48.18 RCW (admitted and regulated by the Insurance Commissioner): The insurer shall give the State 45 days advance notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.
- b. Insurers subject to Chapter 48.15 RCW (surplus lines): The State shall be given 20 days advance notice of cancellation. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.

Within ten (10) business days of successful bid, Contractor shall furnish State of Washington, Department of Natural Resources with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified in the agreement and, if requested, copies of policies to State. The certificate of insurance shall reference the State of Washington, Department of Natural Resources, and the derelict vessel removal and demolition agreement number.

Contractor shall include all subcontractors as insured under all required insurance policies, or shall furnish separate certificates of insurance and endorsements for each subcontractor. Subcontractor(s) must comply fully with all insurance requirements stated herein. Failure of subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

The State of Washington, Department of Natural Resources, its elected and appointed officials, agents and employees shall be named as an additional insured on all general liability, excess, umbrella, and property insurance policies.

All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by State.

Contractor waives all rights against State for recovery of damages to the extent these damages are covered by general liability or umbrella insurance maintained pursuant to this agreement.

By requiring insurance herein, State does not represent that coverage and limits will be adequate to protect Contractor, and such coverage and limits shall not limit Contractor's liability under the indemnities and reimbursements granted to State in this agreement.

The limits of insurance, which may be increased by State of Washington, Department of Natural Resources, as deemed necessary, shall not be less than as follows:

Commercial General Liability (CGL)/Marine General Liability (MGL) Insurance.

Purchaser shall maintain commercial general liability (CGL) insurance or marine general liability (MGL) insurance covering claims for bodily injury, personal injury, or property damage arising on the property and/or out of Contractor's operations and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 per each occurrence. If such CGL or MGL insurance contains aggregate limits, the General Aggregate limit shall be at least twice the "each occurrence" limit. CGL or MGL insurance shall have products-completed operations aggregate limit of at least two times the "each occurrence" limit.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 (or a substitute form providing equivalent coverage). All insurance shall cover liability arising out of premises, operations, independent contractors, products completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another party assumed in a business contract), and contain separation of insured (cross liability) condition. MGL insurance shall have no exclusions for non-owned watercraft.

Protection and Indemnity Insurance.

Contractor shall procure and maintain Protection and Indemnity (P and I) insurance, including hull coverage. This insurance will cover all claims with respect to injuries or damages to persons or property, including nets and fishing lines, sustained in, on, or about the property, including while at a marina and in transit, with limits of liability not less than \$1,000,000. If necessary, commercial umbrella insurance covering claims for these risks shall be procured and maintained.

Workers' Compensation Coverage.

Contractor shall comply with all State of Washington workers' compensation statutes and regulations. Workers' compensation coverage shall be provided for all employees of Contractor and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which exists out of or in connection with the performance of this agreement. Except as prohibited by law, Contractor waives all rights of subrogation against State for recovery of damages to the extent they are covered by workers' compensation, employer's liability, commercial general liability, or commercial umbrella liability insurance.

If Contractor, subcontractor or sub-subcontractor fails to comply with all State of Washington workers' compensation statutes and regulations and State incurs fines or is required by law to provide benefits to or obtain coverage for such employees, Contractor shall indemnify State. Indemnity shall include all fines, payment of benefits to Contractor or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees.

Longshore and Harbor Worker's Insurance

Certain work or services under this agreement may require insurance coverage for longshore and harbor workers other than seaman as provided in the Longshore and Harbor Worker's Compensation Act [33 U.S.C.A. Section 901 et seq.]. Failure to obtain coverage in the amount required by law may result in civil and criminal liabilities. Contractor is fully responsible for ascertaining if such insurance is required and shall maintain insurance in compliance with this Act. Contractor is responsible for all civil and criminal liability that may arise from the failure to maintain such coverage.

Jones Act

Certain work or services under this agreement may require insurance coverage for seaman injured during employment resulting from negligence of the owner, master or fellow crew members as provided in 46 U.S.C.A. Section 688. Failure to obtain coverage in the amount required by law may result in civil and criminal liabilities. Contractor is fully responsible for ascertaining if such insurance is required and shall maintain insurance in compliance with this Act. Contractor is responsible for all civil and criminal liability that may arise from the failure to maintain such coverage.

Marine Vessel Pollution Liability Insurance. Contractor shall obtain for the duration of the agreement marine vessel pollution liability, including investigation and defense costs, for bodily injury and property damage, including loss of use of damaged property or of property that has been physically damaged or destroyed. Failure to buy and maintain the required insurance may result in a breach and/or termination of the contract at State's option. Such coverage must provide coverage for on-site clean-up costs and cover gradual and sudden pollution, and includes in its scope of coverage, natural resource damage claims. The State of Washington, Department of Natural Resources shall be named as additional insured. Coverage shall be maintained in an amount of at least:

1. \$1,000,000 each occurrence for contractor's operations at the site(s) identified above, and
2. If the policy contains a general aggregate limit or policy limit, it shall be at least \$5,000,000.

Such insurance may be provided on an occurrence or claims-made basis. If such coverage is obtained as an endorsement to the CGL and is provided on a claims-made basis, the following additional conditions must be met:

- a. The Insurance Certificate must state that the insurer is covering hazardous substance removal.
- b. The policy must contain no retroactive date, or the retroactive date must precede abatement services.
- c. Coverage must be continuously maintained with the same insurance carrier through the official completion of any work on the agreement Area.
- d. The extended reporting period (tail) must be purchased to cover a minimum of 36 months beyond completion of work.

Environmental Impairment and Contractor's Pollution Liability Insurance. Contractor shall maintain in force for the duration of this contract insurance covering losses caused by pollution conditions that arise from the operations of the contractor described under the scope of services of this agreement. Insurance shall apply to bodily injury; property damage, including loss of use of damaged property or of property that has not been physically injured; cleanup costs, and defense, including cost and expenses incurred in the investigation, defense, or settlement of claims. The insurance policy affording these required coverages shall be written in an amount of at least \$1,000,000 per loss, with an annual aggregate of at least \$2,000,000 if the contract is for the removal of a single vessel. If the contract is for the removal of multiple vessels, the per loss limits remain unchanged, but an annual aggregate of at least \$5,000,000 is required. The insurance policy shall be endorsed to include as insured the State of Washington, Department of Natural Resources, its officers and employees. An insurer acceptable to the Department shall write the policy of insurance.

If coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this agreement; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 36 months beginning from the time that work

under the contract is completed. If the scope of services as defined in the agreement includes the disposal of any hazardous or non-hazardous materials from the job site, the Contractor must furnish to the DNR evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting waste under this agreement. Coverage certified to the DNR must be maintained in minimum amounts of \$1,000,000 per loss, with an annual aggregate of at least \$5,000,000.

11.01 Complete Agreement in Writing. This Contract contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties.

12.01 Contract Management. The Project Managers for each of the parties shall be the contact persons for this Contract. All communications and billings will be sent to the Project Manager of DNR. The Project Managers shall ensure supervision and coordination, and shall take corrective action as necessary to meet contractual requirements. The Project Managers shall be available at all times during normal working hours throughout the term of the Contract.

13.01 Project Managers.

	Contractor	DNR
Name	Kyle Watson	Melissa Montgomery
Phone	206-623-0621	253-797-5146

IN WITNESS WHEREOF, the parties have executed this Contract.

GLOBAL DIVING AND SALVAGE, INC.

Dated: JUNE 8, 2005

By: 
KYLE WATSON

Title: Project Manager

Address: 3840 West Marginal Way, S.W.
Seattle WA 98106

Telephone: 206-623-0621

FTIN: 91-1107-754

UBI Number: 600-346-895

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Dated: 6/13, 2005

By: 
MARK MAUREN

Title: Assistant Region Manager

Address: 950 Farman Ave N.
Enumclaw, WA 98022

GENERAL TERMS AND CONDITIONS

1.01 Identification. The Contract number must appear on all documents, correspondence, invoices and all other written material submitted or prepared in conjunction with this Contract.

2.01 Independent Capacity of Contractor. The Contractor and its employees or agents performing under this Contract are not employees or agents of the DNR. The Contractor will not represent itself nor claim to be an officer or employee of the DNR or of the State of Washington by reason hereof, nor will the Contractor make any claims of right, privilege or benefit which would accrue to an employee under Washington law.

3.01 Deductions. The DNR shall make no deductions from the stated amount of compensation for income tax, social security taxes, medical insurance, industrial insurance, license fees or deductions of any other kind. Contractor is responsible for all deductions for which the Contractor may be liable.

4.01 Retention of Records. The Contractor shall maintain books, records, documents and other materials which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. These materials shall be available at all reasonable times for inspection, review, or audit by personnel duly authorized by the DNR, and State or federal officials so authorized by law, rule, regulation or contract. The Contractor will retain these materials for six (6) years after settlement or termination.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

5.01 Right of Inspection. The Contractor shall provide right of access to its facilities to the DNR, any of its officers, or to any other authorized agent or official of the State of Washington or the federal government at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Contract.

6.01 Close-out. The Contractor must submit all requests for reimbursement for work performed under this Contract to the DNR so that they are received no later than thirty (30) days following the termination of this Contract. If an earlier date is specified in this Contract, the earlier date shall take precedence.

7.01 Non-discrimination. During the performance of this Contract, the Contractor shall comply with all federal and State nondiscrimination laws, regulations and policies. In the event of the Contractor's noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy, this Contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the DNR.

8.01 Assignability. This Contract, and any claim arising under this Contract, is not assignable or delegable by the Contractor either in whole or in part.

9.01 Subcontracting. Neither the Contractor nor any Subcontractor shall enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of the DNR.

10.01 Changes/Extras. The DNR may at any time, by written order, make changes within the general scope of this Contract. No payment for changes or extras shall be made unless such changes or extras and the price have been authorized in advance in writing by the DNR Project Manager. No extension of time because of changes or extras will be allowed, unless such extension has been authorized by the DNR Project Manager.

No contract work shall be commenced nor any payment rendered for any work or services to be performed in connection with this Contract until a contract amendment has been signed by both parties.

11.01 Disputes. The DNR Project Manager shall decide disputes concerning questions of fact that are not resolved by agreement. The DNR Project Manager shall furnish the Contractor a written, signed copy of the decision. The DNR Project Manager's decision is final unless the Contractor appeals in writing to the DNR Project Manager within 30 days of receiving the latter's decision. The Commissioner of Public Lands or his authorized representative will decide the appeal. The decision will be final.

This dispute resolution process shall precede any action in a judicial or quasi-judicial tribunal. The Contractor does not waive any right to seek review of the DNR's decision. The Contractor may seek review only in the Superior Court of Thurston County. Pending final decision, the Contractor shall proceed diligently to perform according to the Contract and to DNR's decisions.

12.01 Conflict of Interest. The DNR may, by written notice to the Contractor, terminate this Contract if it is found that there is a violation of the State Ethics Law, chapter 42.52 RCW or any similar statute involving the Contractor in the procurement of, or performance under, this Contract.

In the event this Contract is terminated as provided above, the DNR shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the Contract. The rights and remedies of the DNR provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law.

13.01 Termination for Convenience. The DNR may terminate this Contract in whole or in part by giving fifteen (15) days' written notice to the Contractor when it is in the best interest of the DNR. If this Contract is so terminated, the DNR shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination.

14.01 Hold Harmless and Indemnification. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless DNR, its officials, agents and employees, from and against all claims arising out of or resulting from the performance of the Contract. "Claim" as used in this Contract means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable for bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting therefrom. Contractor's obligation to indemnify, defend, and hold harmless includes any claim by Contractor's agents, employees, representatives, or any subcontractor or its employees. Contractor expressly agrees to indemnify, defend, and hold harmless DNR for any claim arising out of or incident to contractor's or any subcontractor's performance or failure to perform the Contract. Contractor's obligation to indemnify, defend, and hold harmless DNR shall not be eliminated or reduced by any actual or alleged concurrent negligence of DNR or its agents, agencies, employees and officials. Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless DNR and its officials, agents or employees.

15.01 Licensing, Accreditation and Registration. The Contractor shall comply with all applicable local, State, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

16.01 Governing Law. This Contract shall be governed by the laws of the State of Washington. In the event of an inconsistency in this Contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

- (1) Applicable federal and State statutes and regulations;
- (2) The Special Terms and Conditions as contained in the main contract instrument;
- (3) The General Terms and Conditions contained in this Attachment A;
- (4) Any Statement of Work attached hereto and incorporated by reference herein; and
- (5) Any other provisions or attachments of the Contract whether incorporated by reference or otherwise.

17.01 Jurisdiction/Venue. This Contract shall be construed and interpreted under the laws of the State of Washington and the venue of any action brought under this Contract shall be in the Superior Court for Thurston County. The Contractor, by execution of this Contract, acknowledges the jurisdiction of the courts of the State of Washington in this matter.

18.01 Waiver. A failure by the DNR to exercise its rights shall not constitute a waiver of any rights under this Contract unless stated to be such in writing signed by an authorized representative of the DNR and attached to the original Contract.

19.01 Entire Contract. This document contains all covenants, stipulations and provisions agreed by both parties. No agent or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement representation, promise or agreement not set forth herein except for extension of the completion date. No changes, amendments or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as an amendment to this Contract.

20.01 Severability. If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Contract which can be given effect without the invalid provision, and to this end the provisions of this Contract are declared to be severable

DETAILED WORK DESCRIPTION

Brief History

Starting on or after June 3, 2005, Global Diving & Salvage, Inc ("Contractor" or "Global") will be removing three vessels, names unknown, Washington Registration numbers WN-6992-K and two with unknown registration numbers which are lying on the Port Washington Narrows tidelands between the Thompson Dr. and Pennsylvania Ave. street ends in the City of Bremerton, Kitsap County. The removal will be completed under the authority of RCW 79.100. The removals will include only the three vessels identified in the Request for Proposals KP05-004 and will not include any of the derelict vessels on stilts or higher up on the bank.

Work Description

Starting on or after June 3, 2005 the Contractor will begin mobilizing.

Global will perform a survey of the vessels to establish final inventory of materials, both hazardous and non hazardous, and develop waste streams as well as determine integrity of the hulls.

The next phase will consist of removing two vessels from the beach by floating the vessels at high tide using lift bags. The lift bags will be positioned around each vessel at low tide without the use of divers. The crew will return at high tide and inflate the lift bags. Once the gunwale is above the water, pumps will be used to enhance the buoyancy of the vessel. Once the vessels are stable they will be towed to Lion's Park where they will be removed from the water using Associated Boat Transport. The vessels will be removed at a rate of one vessel per day for a total of two or three days depending on if the option vessel is included. The vessels will be hauled to LRI Landfill in Graham, WA where they will be unloaded and demolished.

As a contingency, if the vessels are unable to be transported by Associated Boat Transport due to the dilapidated condition, the vessels will be yarded into the parking lot for demolition using an excavator. The cost of this contingency is included in Global's bid. Verbal permission to use the park site has been received from Tom Crestman, Maintenance Manager at the City of Bremerton Parks Department (360-473-5309) by both Melissa Montgomery and Kyle Watson. If requested by the City of Bremerton, Global will get written permission from the City of Bremerton Parks Department for use of the site. The park property will be returned to the same or better condition as it was in prior to the start of Global's activities. Interference with normal park activities will be kept as short as is reasonably possible.

The next phase will consist of demolishing the third vessel, which is the vessel with the port hull that has been partially removed. The condition of this vessel is such that floating with lift bags is not an option. Therefore Global will demolish the vessel on site. Global will tow a 40' construction barge to the work site. The barge will be loaded with an empty 30' drop box dumpster. The vessel will be cut into manageable pieces with chainsaws and will be loaded into

the dumpster. The area between the barge and the derelict boat will be boomed so as to contain any floating debris that falls during transfer. All floating debris will be removed prior to removing the boom. The loaded dumpster will be delivered to Seattle where it will be removed from the barge and transferred to the Eastmont Transfer Station for disposal. The worksite will be free from all debris prior to project closure.

All requirements of the amended HPA will be met.

Additional Information

Global anticipates one day on site to rig vessels with liftbags, two days on site to remove two vessels, and one day to demolish the boat that can't be floated. A high tide is required for floating the vessels, and the tide tables indicate that floating vessels on the evenings during the week of June 20 are the only daylight extreme high tides left in this time period.

Global will have a 21' Boston Whaler on scene during the salvage operation. The boat will be operated by a two person environmental crew, and will be stocked with sorbent materials. Any spills will be responded to immediately. Additionally, Global will have a 20' environmental response trailer with additional oil spill supplies including containment boom, additional sorbents, storage, PPE, and other necessary gear staged at the Lion's Park Boat Launch, located on the opposite side of the narrows from the job site.

Global submitted the following preliminary list of potential hazardous wastes and proposed waste handling procedures, based on their site visit on May 13, 2005.

Potential hazardous waste	Proposed waste handling procedure	Proposed final destination
Lead in paint	Diminimus quantities; will be disposed of as CDL	Eastmont Recycling Center
Diesel Fuel or Gasoline	Fuel found onboard the vessel will be pumped into hazmat barrels before the vessels are transferred to the landfill. Inventory will be kept by sounding each barrel in inches using water and fuel finding paste. Inches of fuel and water will be logged.	Marine Vacuum Service
Batteries	Any batteries found will be transferred into overpacks. A physical count of batteries will be made and logged before sealing the overpacks.	Eastmont Recycling Center

Completion of the Project

The project will be considered complete when:

1. The vessels have been removed from their current locations and disposed of in accordance with all local, state and federal laws and regulations.
2. The worksite is free from all debris.
3. Any staging areas at the City of Bremerton's Lion Park have been returned to the same or better condition than they were at the start of the project.

Contact Information

Global Diving& Salvage:

Kyle Watson, Project Manager (206) 623-0621 office

(b) (6) cell

Jeff Eyler, Env. Supervisor

(b) (6)

Department of Natural Resources:

Melissa Montgomery, Project Manager (253) 797-5146

Rick Mraz, Derelict Vessel Program (360) 902-1574

Mark Mauren, Assistant Region Manager (253) 280-3252

Attachment C

Hydraulic Project Approval

A hydraulic project approval with Control # 101489-1 was issued on May 13, 2005 by the Washington Department of Fish and Wildlife. An amendment was requested on May 31, 2005. A copy of the original has been attached. The amended HPA will be forwarded to Global upon receipt.



Washington
Department of
FISH and
WILDLIFE

HYDRAULIC PROJECT APPROVAL

RCW 77.55.100 - Appeal pursuant to Chapter 34.05 RCW

Coastal
48 Devonshire Road
Montesano, WA 98563
(360) 249-4628

Issue Date: May 13, 2005
Expiration Date: August 31, 2005

Control Number: 101489-1
FPA/Public Notice #:

MAY 16 2005

<u>PERMITTEE</u>	<u>AUTHORIZED AGENT OR CONTRACTOR</u>
Washington Department of Natural Resources ATTENTION: Melissa Montgomery 950 Farman Avenue Enumclaw WA, 98022-9282 253-797-5146() Fax: 253-926-8956	

Project Name: Remove Derelict Vessels

Project Description: Removal four derelict vessels from the intertidal area.

PROVISIONS

1. NOTIFICATION REQUIREMENT: The Area Habitat Biologist (AHB) listed below shall receive written notification (FAX 360.876.1894 or mail) from the person to whom this Hydraulic Project Approval (HPA) is issued (permittee) or the agent/contractor no less than three working days prior to the start of construction activities. The notification shall include the permittee's name, project location, starting date for work, and the control number for this HPA.

2. NOTIFICATION REQUIREMENT: The Enforcement Sergeant listed below shall receive written notification (FAX 360.664.0689 or mail) from the person to whom this Hydraulic Project Approval (HPA) is issued (permittee) or the agent/contractor no less than three working days prior to start of work, and again within seven days of completion of work to arrange for a compliance inspection. The notification shall include the permittee's name, project location, starting date for work or completion date of work, and the control number for this HPA.

3. Work shall be accomplished per plans and specifications approved by the Washington Department of Fish and Wildlife entitled Derelict Vessel Removal JARPA dated May 9, 2005, except as modified by this Hydraulic Project Approval. A copy of these plans shall be available on site during construction.

4. All debris or deleterious material resulting from vessel removal shall be removed from the beach area and bed and prevented from entering waters of the state. A boom or similar device shall be required to contain floatable materials.

5. Vessels shall be disposed of at approved upland disposal site so they will not re-enter state waters.

6. Removal shall be conducted an excavator (clamshell) or boom truck operated landward of the ordinary high water line. Equipment shall be operated to minimize turbidity. Removed material shall not be stockpiled waterward of the ordinary high water line.

7. Upon completion of the vessel removal, the beach shall contain no pits, potholes, or large depressions to avoid stranding of fish.



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WILDLIFE

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48 Devonshire Road
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Control Number: 101489-1

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8. Vessel removal shall be accomplished in the dry when the tide is low.
9. Removal or destruction of overhanging bankline vegetation shall be limited to that necessary for the construction of the project.
10. Intertidal wetland vascular plants shall not be adversely impacted due to project activities. If such vegetation is adversely impacted, it shall be replaced using proven methodology.
11. All natural habitat features on the beach larger than 12 inches in diameter, including trees, stumps, logs, and large rocks, shall be retained on the beach following the work. These habitat features may be moved during the work if necessary.
12. If at any time, as a result of project activities, fish are observed in distress, a fish kill occurs, or water quality problems develop (including equipment leaks or spills), immediate notification shall be made to the Washington Department of Ecology at 1-800-258-5990, and to the Area Habitat Biologist listed below.
13. No petroleum products or other deleterious materials shall enter surface waters.
14. No burning of materials shall occur below the ordinary high water line.
15. Project activities shall not degrade water quality to the detriment of fish life.

PROJECT LOCATIONS

Location #1 Port Washington

Work Start:05-16-2005 Work End:08-31-2005

<u>WRIA</u>	<u>WATERBODY</u>	<u>TRIBUTARY TO</u>	<u>COUNTY</u>		
15.9100	Wria 15 Marine	Puget Sound	Kitsap		
<u>1/4 SEC.</u>	<u>Section</u>	<u>Township:</u>	<u>Range:</u>	<u>Latitude:</u>	<u>Longitude</u>
All	14	24 N	01 E	N 47.578557	W 122.642396
DRIVING DIRECTIONS: Tidelands between Pennsylvania Avenue and Thompson Drive street ends.					

NOTES

APPLY TO ALL HYDRAULIC PROJECT APPROVALS

This Hydraulic Project Approval pertains only to the provisions of the Washington State Fisheries and Wildlife Code, specifically RCW 77.55 (formerly RCW 75.20). Additional authorization from other public agencies may be necessary for this project. The person(s) to whom this Hydraulic Project Approval is issued is responsible for applying for and obtaining any additional authorization from other public agencies (local, state and/or federal) that may be necessary for this project.

This Hydraulic Project Approval shall be available on the job site at all times and all its provisions followed by the person(s) to whom this Hydraulic Project Approval is issued and operator(s)



Washington
Department of
FISH and
WILDLIFE

HYDRAULIC PROJECT APPROVAL

Coastal
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performing the work.

This Hydraulic Project Approval does not authorize trespass. It is the responsibility of the permit holder to secure any landowner permissions or use authorizations as needed for the project.

The person(s) to whom this Hydraulic Project Approval is issued and operator(s) performing the work may be held liable for any loss or damage to fish life or fish habitat that results from failure to comply with the provisions of this Hydraulic Project Approval.

Failure to comply with the provisions of this Hydraulic Project Approval could result in a civil penalty of up to one hundred dollars per day or a gross misdemeanor charge, possibly punishable by fine and/or imprisonment.

All Hydraulic Project Approvals issued pursuant to RCW 77.55.100 or 77.55.200 are subject to additional restrictions, conditions or revocation if the Department of Fish and Wildlife determines that new biological or physical information indicates the need for such action. The person(s) to whom this Hydraulic Project Approval is issued has the right pursuant to Chapter 34.04 RCW to appeal such decisions. All Hydraulic Project Approvals issued pursuant to RCW 77.55.110 may be modified by the Department of Fish and Wildlife due to changed conditions after consultation with the person(s) to whom this Hydraulic Project Approval is issued: PROVIDED HOWEVER, that such modifications shall be subject to appeal to the Hydraulic Appeals Board established in RCW 77.55.170.

APPEALS INFORMATION

IF YOU WISH TO APPEAL THE ISSUANCE OR DENIAL OF, OR CONDITIONS PROVIDED IN A HYDRAULIC PROJECT APPROVAL, THERE ARE INFORMAL AND FORMAL APPEAL PROCESSES AVAILABLE.

A. INFORMAL APPEALS (WAC 220-110-340) OF DEPARTMENT ACTIONS TAKEN PURSUANT TO RCW 77.55.100, 77.55.110, 77.55.140, 77.55.190, 77.55.200, and 77.55.290: A person who is aggrieved or adversely affected by the following Department actions may request an informal review of:

(A) The denial or issuance of a Hydraulic Project Approval, or the conditions or provisions made part of a Hydraulic Project Approval; or

(B) An order imposing civil penalties. A request for an INFORMAL REVIEW shall be in WRITING to the Department of Fish and Wildlife HPA Appeals Coordinator, 600 Capitol Way North, Olympia, Washington 98501-1091 and shall be RECEIVED by the Department within 30-days of the denial or issuance of a Hydraulic Project Approval or receipt of an order imposing civil penalties. If agreed to by the aggrieved party, and the aggrieved party is the Hydraulic Project Approval applicant, resolution of the concerns will be facilitated through discussions with the Area Habitat Biologist and his/her supervisor. If resolution is not reached, or the aggrieved party is not the Hydraulic Project Approval applicant, the Habitat Environmental Services Division Manager or his/her designee shall conduct a review and recommend a decision to the Director or his/her designee. If you are not satisfied with the results of this informal appeal, a formal appeal may be filed.



Issue Date: May 13, 2005
Expiration Date: August 31, 2005

Control Number: 101489-1
FPA/Public Notice #:

B. FORMAL APPEALS (WAC 220-110-350) OF DEPARTMENT ACTIONS TAKEN PURSUANT TO RCW 77.55.100 OR 77.55.140: A person who is aggrieved or adversely affected by the following Department actions may request a formal review of:

(A) The denial or issuance of a Hydraulic Project Approval, or the conditions or provisions made part of a Hydraulic Project Approval;

(B) An order imposing civil penalties; or

(C) Any other 'agency action' for which an adjudicative proceeding is required under the Administrative Procedure Act, Chapter 34.05 RCW.

A request for a FORMAL APPEAL shall be in WRITING to the Department of Fish and Wildlife HPA Appeals Coordinator, shall be plainly labeled as 'REQUEST FOR FORMAL APPEAL' and shall be RECEIVED DURING OFFICE HOURS by the Department at 600 Capitol Way North, Olympia, Washington 98501-1091, within 30-days of the Department action that is being challenged. The time period for requesting a formal appeal is suspended during consideration of a timely informal appeal. If there has been an informal appeal, the deadline for requesting a formal appeal shall be within 30-days of the date of the Department's written decision in response to the informal appeal.

C. FORMAL APPEALS OF DEPARTMENT ACTIONS TAKEN PURSUANT TO RCW 77.55.110, 77.55.200, 77.55.230, or 77.55.290: A person who is aggrieved or adversely affected by the denial or issuance of a Hydraulic Project Approval, or the conditions or provisions made part of a Hydraulic Project Approval may request a formal appeal. The request for FORMAL APPEAL shall be in WRITING to the Hydraulic Appeals Board per WAC 259-04 at Environmental Hearings Office, 4224 Sixth Avenue SE, Building Two - Rowe Six, Lacey, Washington 98504; telephone 360/459-6327.

D. FORMAL APPEALS OF DEPARTMENT ACTIONS TAKEN PURSUANT TO CHAPTER 43.21L RCW: A person who is aggrieved or adversely affected by the denial or issuance of a Hydraulic Project Approval, or the conditions or provisions made part of a Hydraulic Project Approval may request a formal appeal. The FORMAL APPEAL shall be in accordance with the provisions of Chapter 43.21L RCW and Chapter 199-08 WAC. The request for FORMAL APPEAL shall be in WRITING to the Environmental and Land Use Hearings Board at Environmental Hearings Office, Environmental and Land Use Hearings Board, 4224 Sixth Avenue SE, Building Two - Rowe Six, P.O. Box 40903, Lacey, Washington 98504; telephone 360/459-6327.

E. FAILURE TO APPEAL WITHIN THE REQUIRED TIME PERIODS RESULTS IN FORFEITURE OF ALL APPEAL RIGHTS. IF THERE IS NO TIMELY REQUEST FOR AN APPEAL, THE DEPARTMENT ACTION SHALL BE FINAL AND UNAPPEALABLE.

ENFORCEMENT OFFICER: Sergeant Jackson (29) P3

Randi Thurston Habitat Biologist	360-895-6123	<i>Randi L. Thurston</i>	for Director WDFW
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CC: Robert Grumbach, City of Bremerton
Sandra Lange, DOE
Allison O'Sullivan, Suquamish Tribe
Jason Hesseltine

EXTERNAL Routing Slip
Department of Natural Resources

To: *Madison Montgomery*
From: *Frank Meier*
Date: *6/24/05*

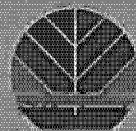
VIA Consolidated Mail Service

- 40100 Office of Attorney Hwy-Lic Bldg
General
- 47034 Aviation Airport
- 47042 Materials Management Tumwater
Fire Cache
FMD Warehouse
- 47017 Webster Nursery and
Meridian Seed Orchard
- S-12 Pacific Cascade Region Castle Rock
- NE-92 So. Puget Sound Region ... Enumclaw

VIA Parcel Service

- _____ Northeast Region Colville
- _____ Northwest Region Sedro Woolley
- _____ Olympic Region Parks
- _____ Southeast Region Ellensburg

Remarks:



WASHINGTON STATE DEPARTMENT OF
Natural Resources



WASHINGTON STATE DEPARTMENT OF
Natural Resources

DOUG SUTHERLAND
Commissioner of Public Lands

June 24, 2005

Mr. Jeff Hill
1912 N. Oaks,
Apt. #1
Tacoma, WA 98406

RECEIVED
JUN 28 2005
DNR-SPS

Dear Sir:

This letter is to inform you that the unnamed 24' Bayliner sailboat, Washington registration number WN 1291NC and registered in your name, is aground on the beach, north of Chambers Creek in Pierce County, Washington. The vessel has been in this location for several months and is located on private tidelands without permission. Under these circumstances, the vessel would meet the definition of 'derelict' and 'abandoned', as defined in Revised Code of Washington (RCW) 79.100.010.


The Department of Natural Resources, or any other authorized public entity, acting with the authority granted in RCW 79.100, could take custody of the vessel. Once custody is obtained, the authorized public entity can use or dispose of the vessel in any appropriate and environmentally sound manner without further notice to the owner. In the event that an authorized public entity begins custody proceedings, and in order for the registered owner to retain custody of the vessel, the owner would be required to obtain authorization to moor or anchor the vessel in its current location, move it to an anchorage area or moorage facility that has authorized the vessel, or remove the vessel from the water.

If the owner wishes to redeem the vessel once an authorized public entity has taken custody, the owner must commence a lawsuit to contest the authorized public entity's decision to obtain custody of the vessel, or the amount of reimbursement owed, in the superior court of the county in which the vessel is located. The lawsuit must be commenced within twenty days of losing custody or the owner's right to a hearing is waived and they will be liable for any costs owed to the authorized public entity.

The costs the owner may be liable for include, but are not limited to, costs incurred exercising the authority granted in RCW 79.100.030, all administrative costs incurred by the authorized public entity during the procedure set forth in RCW 79.100.040, removal and disposal costs, and costs associated with environmental damages directly or indirectly caused by the vessel.

If you have questions or concerns, I can be contacted by telephone at (360) 902-1574, by e-mail at rick.mraz@wadnr.gov, or by fax at (360) 902-1786.

Sincerely,



Rick Mraz, Program Coordinator
Derelict Vessel Removal Program

Cc: Greg Stonack, Pierce County Sheriff's Department
Melissa Montgomery, WDNR

AQUATIC RESOURCES DIVISION ■ 1111 WASHINGTON ST SE ■ PO BOX 47027 ■ OLYMPIA, WA 98504-7027

TEL: (360) 902-1100 ■ FAX: (360) 902-1786 ■ TTY: (360) 902-1125

Equal Opportunity Employer

RECYCLED PAPER 

DNR-00049803

Melissa's
Copy

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
DOUG SUTHERLAND, Commissioner of Public Lands

AQUATIC LANDS EASEMENT

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STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
DOUG SUTHERLAND, Commissioner of Public Lands

AQUATIC LANDS EASEMENT

AQUATIC LANDS EASEMENT NO. [-]

THIS EASEMENT is made by and between the STATE OF WASHINGTON, acting through the Department of Natural Resources ("State"), and [], a [Washington corporation -OR- partnership -OR- marital community -OR- single individual -OR-] ("Grantee").

who are parties

SECTION 1 GRANT AND LOCATION OF EASEMENT

1.1 Easement Property. State grants and conveys to Grantee a nonexclusive easement for a term of years (the "Easement") over, upon, and under the property described in Exhibit A (the "Easement Property").

1.2 Construction and Access. *[State grants to Grantee a nonexclusive easement, for construction purposes only, over the property described in Exhibit B, which includes the Easement Property and such additional property as is reasonably necessary for construction on the Easement Property. This construction easement shall terminate upon completion of construction by Grantee.]* To the extent it can do so without violating any other contract or lease, State hereby also grants a nonexclusive easement on State-owned land and water on either side of the Easement Property, if any exists, for ingress and egress to gain access to the Easement Property and to construct improvements on and maintain and repair the Easement Property.

1.3 Right of Third Parties. This Easement is subject to all valid interests of third parties noted in the records of [] County, or on file in the office of the Commissioner of Public Lands, Olympia, Washington; rights of the public under the

Public Trust Doctrine or the federal navigation servitude; and treaty rights of Indian Tribes. Not included in this Easement are any right to harvest, collect or damage any natural resource, including aquatic life or living plants, any water rights, or any mineral rights, including any right to excavate or withdraw sand, gravel or other valuable materials *[, except to the extent such damage is expressly permitted under the mitigation plan attached as part of the Plan of Operations (Exhibit B)]*. State makes no representations regarding access to the Easement Property.

3rd party interest
not excluded
- Army Corp route
Tribal

1.4 Surveys, Maps, and Plans. In executing this Easement, State is relying upon the surveys, plats, diagrams, and/or legal descriptions provided by Grantee. Grantee is not relying upon and State is not making any representations about any surveys, plats, diagrams, and/or legal descriptions provided by State.

relying on the
surveys provided

SECTION 2 PURPOSE OF EASEMENT

This Easement is granted for the purpose of and is limited to constructing, installing, operating, maintaining, repairing, replacing, and using *[bridges -OR- fiber optic cables -OR- utility lines -OR- _____]* ("Permitted Use").

permitted use

SECTION 3 TERM

3.1 [Initial] Term. The term of this Easement is *[_____ ()]* years (the "[Initial] Term"), beginning on the *[____]* day of *[_____]*, *[____]* (the "Commencement Date"), and ending on the *[____]* day of *[_____]*, *[____]* (the "Termination Date"), unless terminated sooner under the terms of this Easement.

term

[3.2 Renewal of the Easement. Grantee shall have the option to renew this Easement at the end of Initial Term for an additional *[____ ()]* year period[, and again at the end of the first renewal period for an additional *[____ ()]* year period]. The Initial Term of this Easement, and all renewal terms, shall not exceed *[____ ()]* years in the aggregate. Grantee shall exercise each option to renew by providing written notice of its election to renew at least ninety (90) days prior to the Termination Date of the Initial Term of this Easement or the end of the first renewal term. Grantee shall not be entitled to renew if it is in default under the terms of this Easement at the time the option to renew is exercised and fails to cure the default in accordance with the provisions of Section 11. The terms and conditions of any renewal term shall be the same as set forth in this Easement, except that the Use Fee may be recalculated in accordance with the provisions of Subsection 4.1, and provisions dealing with hazardous waste, natural resource impacts, insurance, and financial security, may be changed at the time of each renewal.]

SECTION 4 USE FEE

4.1 Use Fee. *[Pursuant to RCW 79.90.470 and RCW 79.90.575, so long as the Permitted Use is consistent with the purposes of RCW 79.90.450 through RCW 79.90.460 and does not obstruct navigation or other public uses of [] and its surrounding waters, this use is Granted to government owned public utilities for the cost of administrative fees associated with the processing of the application and document, plus the cost of administrative fees associated with the processing of any future application made with respect to this easement for the term specified in Section 3.1 (Term Defined). Administrative fees shall be paid within thirty (30) days after a bill is submitted to Grantee.] -OR- [Pursuant to RCW 79.90.470 and RCW 79.90.575, so long as the Permitted Use is consistent with the purposes of RCW 79.90.450 through RCW 79.90.460 and does not obstruct navigation or other public uses of [] and its surrounding waters, this use is Granted to privately owned local public utilities for [] Dollars (\$[]) plus the cost of administrative fees associated with the processing of the application and document, as well as any administrative fees associated with the processing of any future application made with respect to this easement for the term specified in Section 3.1 (Term Defined). The use fee specified pursuant to RCW 79.90.575 shall be paid upon execution of this easement. Any administrative fees shall be paid within thirty (30) days after a bill is submitted to Grantee.] -OR- [Grantee shall pay a single use fee in the amount of [] Dollars (\$[]) for the term specified in Section 3.1 (Term Defined), which shall be due and payable on or before the Commencement Date.] -OR- [Grantee shall pay an annual use fee for the term specified in Section 3.1 (Term Defined) which shall be due and payable in full on or before the Commencement Date and on or before the same date of each year thereafter. The use fee due on or before the Commencement Date is [] Dollars (\$[])] State shall, at the end of the first four-year period of the Term, and at the end of each subsequent four-year period of the Term, revalue the annual fee.]] Nothing in this subsection shall preclude State's ability to charge Grantee a fee for any impacts to natural resources on or adjacent to the Easement Property that are directly or indirectly associated with the Permitted Use or Grantee's use or occupation of the Easement Property.*

4.2 **Late Charges and Interest.** If any use fee is not received by State within ten (10) days of the date due, Grantee shall pay to State a late charge equal to four percent (4%) of the amount of the payment or Fifty Dollars (\$50), whichever is greater, to defray the overhead expenses of State as a result of the delay. If any use fee is not paid within thirty (30) days of the date due, then Grantee shall, in addition to paying the late charges established above, pay interest on the amount outstanding at the rate of one percent (1%) per month until paid.

4.3 **Non-Waiver.** State's acceptance of a use fee shall not be construed to be a waiver of any preceding or existing breach other than the failure to pay the particular use fee that was accepted.

SECTION 5 NOTIFICATION OF ACTIVITIES

Except in the case of an emergency, Grantee shall provide State with written notice of any construction or other significant activity on the Easement Property at least thirty (30) days in advance. In cases of emergency, Grantee shall notify State of such activity no later than five (5) days after such activity commences. "Significant activity" means any activity that might affect State's or public's use or enjoyment of Easement Property and any surrounding state-owned aquatic lands or the waters.

Notify us of construction

SECTION 6 MAINTENANCE AND REPAIR OF EASEMENT AND IMPROVEMENTS

6.1 Grantee's Activities. Grantee shall promptly repair, at its sole cost, all damages to any improvements on the Easement Property, to the Easement Property, or to any natural resources[, *except to the extent such damage is expressly permitted under the mitigation plan attached as part of the Plan of Operations (Exhibit B)*], which are caused by Grantee's activities. All work performed by Grantee shall be completed in a careful and worker like manner to State's satisfaction, free of any claims or liens. Upon completion of any work performed by Grantee, Grantee shall remove all debris and restore the Easement Property, as nearly as possible, to the condition it was in prior to commencement of the work.

repair & maintain improvement

6.2 Restrictions on Use. Grantee shall not cause or permit any damage to natural resources on the Easement Property[, *except to the extent such damage is expressly permitted under the mitigation plan attached as part of the Plan of Operations (Exhibit B)*]. Grantee shall also not cause or permit any filling activity to occur on the Easement Property. This prohibition includes any deposit of rock, earth, ballast, refuse, garbage, waste matter (including chemical, biological or toxic wastes), hydrocarbons, any other pollutants, or other matter in or on the Easement Property, except as approved in writing by State. Grantee shall neither commit nor allow waste to be committed to or on the Easement Property. If Grantee fails to comply with all or any of the restrictions in use set out in this Subsection 6.2, State may take any steps reasonably necessary to remedy such failure. Upon demand by State, Grantee shall pay all costs of such remedial action, including but not limited to the costs of removing and disposing of any material deposited improperly on the Easement Property. This section shall not in any way limit Grantee's liability under Section 9, below.

no filling or dumping

SECTION 7 INTERFERENCE WITH OTHER USES OF EASEMENT PROPERTY

Grantee shall exercise its rights under this Easement so as to minimize and avoid, to the fullest extent reasonably possible, interference with State's use of the Easement Property or with the public's right to use *[Insert Name of Water Body]* for purposes of recreation,

navigation, or commerce including rights under the Public Trust Doctrine. Any improvements constructed by Grantee on the Easement Property shall be placed and constructed so as to allow, to the fullest extent reasonably possible, unobstructed movement through the water column in the Easement Property. *[Grantee also shall mark the location of the Permitted Use and any improvements, in a manner that ensures reasonable notice to the public of the existence of any hazards associated with the improvements, and the location and limitations, if any, of the improvements. Grantee shall also take those steps necessary to facilitate the amendment of regularly published NOAA navigational charts to indicate the existence and location of any submerged improvements.]*

don't block
river access
& use if possible

SECTION 8 COMPLIANCE WITH LAWS

Grantee shall, at its own expense, conform to all applicable laws, regulations, permits, orders, or requirements of any public authority affecting the Easement Property and the Permitted Use. Upon request, Grantee shall supply State with copies of permits or orders.

follow laws

SECTION 9 ENVIRONMENTAL LIABILITY/RISK ALLOCATION

9.1 Definition. "Hazardous Substance" means any substance which now or in the future becomes regulated or defined under any federal, state, or local statute, ordinance, rule, regulation, or other law relating to human health, environmental protection, contamination or cleanup, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. 9601 *et seq.*, and Washington's Model Toxics Control Act ("MTCA"), RCW 70.105D.010 *et seq.*

9.2 Use of Hazardous Substances. Grantee covenants and agrees that Hazardous Substances will not be used, stored, generated, processed, transported, handled, released, or disposed of in, on, under, or above the Easement Property, except in accordance with all applicable laws.

9.3 Current Conditions, Duty of Utmost Care, and Duty to Investigate.

- (a) *[State makes no representation about the condition of the Easement Property. Hazardous Substances may exist in, on, under, or above the Easement Property. -OR- State makes no representations about the condition of the Easement Property, except as follows: Hazardous Substances, including those identified in the Sediment Investigation Report attached as Exhibit [C -or D], are known to exist in, on, under, or above the Easement Property.]* With regard to any Hazardous Substances that may exist in, on, under, or above the Easement Property, State disclaims any and all responsibility to conduct investigations, to

we don't know
if polluted.

review any State records, documents or files, or to obtain or supply any information to Grantee.

- (b) Grantee shall exercise the utmost care with respect to both Hazardous Substances in, on, under, or above the Easement Property as of the Commencement Date, and any Hazardous Substances that come to be located in, on, under, or above the Easement Property during the Term of this agreement, along with the foreseeable acts or omissions of third parties affecting those Hazardous Substances, and the foreseeable consequences of those acts or omissions. The obligation to exercise utmost care under this Subsection 9.3 includes, but is not limited to, the following requirements:
- (1) Grantee shall not undertake activities that will cause, contribute to, or exacerbate contamination of the Easement Property;
 - (2) Grantee shall not undertake activities that damage or interfere with the operation of remedial or restoration activities on the Easement Property or undertake activities that result in human or environmental exposure to contaminated sediments on the Easement Property;
 - (3) Grantee shall not undertake any activities that result in the mechanical or chemical disturbance of on-site habitat mitigation;
 - (4) If requested, Grantee shall allow reasonable access to the Easement Property by employees and authorized agents of the Environmental Protection Agency, the Washington State Department of Ecology, or other similar environmental agencies; and
 - (5) If requested, Grantee shall allow reasonable access to potentially liable or responsible parties who are the subject of an order or consent decree which requires access to the Easement Property. Grantee's obligation to provide access to potentially liable or responsible parties may be conditioned upon the negotiation of an access agreement with such parties, provided that such agreement shall not be unreasonably withheld.
- (c) It shall be Grantee's obligation to gather sufficient information concerning the Easement Property and the existence, scope, and location of any Hazardous Substances on the Easement Property, or adjoining the Easement Property, that allows Grantee to effectively meet its obligations under this Easement.

*Grantee has
duty of
utmost care
"you won't make
existing conta
worse"*

9.4 Notification and Reporting.

(a) Grantee shall immediately notify State if Grantee becomes aware of any of the following:

- (1) A release or threatened release of Hazardous Substances in, on, under, or above the Easement Property, any adjoining property, or any other property subject to use by Grantee in conjunction with its use of the Easement Property;
- (2) Any problem or liability related to, or derived from, the presence of any Hazardous Substance in, on, under, or above the Easement Property, any adjoining property, or any other property subject to use by Grantee in conjunction with its use of the Easement Property;
- (3) Any actual or alleged violation of any federal, state, or local statute, ordinance, rule, regulation, or other law pertaining to Hazardous Substances with respect to the Easement Property, any adjoining property, or any other property subject to use by Grantee in conjunction with its use of the Easement Property;
- (4) Any lien or action with respect to any of the foregoing; or,
- (5) Any notification from the US Environmental Protection Agency (EPA) or the Washington State Department of Ecology (DOE) that remediation or removal of Hazardous Substances is or may be required at the Easement Property.

*notify US
of haz. rel*

(b) Grantee shall, at State's request, provide State with copies of any and all reports, studies or audits which pertain to environmental issues or concerns and to the Easement Property, and which were prepared for Grantee and submitted to any federal, state or local authorities pursuant to any federal, state or local permit, license or law. These permits include, but are not limited to, any National Pollution Discharge Elimination System Permit, any Army Corps of Engineers permit, any state Hydraulics Project Approval, any state Water Quality Certification, or any Local Shoreline permit.

*provide US
copies of env. doc
at our request*

9.5 Indemnification.

(a) Grantee shall fully indemnify, defend, and hold State harmless from and against any and all claims, demands, damages, natural resource damages, response costs, remedial costs, cleanup costs, losses, liens, liabilities,

penalties, fines, lawsuits, other proceedings, costs, and expenses (including attorneys' fees and disbursements), that arise out of, or are in any way related to:

- (1) The use, storage, generation, processing, transportation, handling, or disposal of any Hazardous Substance by Grantee, its subgrantees, contractors, agents, employees, guests, invitees, or affiliates in, on, under, or above the Easement Property, any adjoining property, or any other property subject to use by Grantee in conjunction with its use of the Easement Property, during the Term of this Easement or during any time when Grantee occupies or occupied the Easement Property or any such other property;
 - (2) The release or threatened release of any Hazardous Substance, or the exacerbation of any Hazardous Substance contamination, in, on, under, or above the Easement Property, any adjoining property, or any other property subject to use by Grantee in conjunction with its use of the Easement Property, which release, threatened release, or exacerbation occurs or occurred during the Term of this Easement or during any time when Grantee occupies or occupied the Easement Property or any such other property and as a result of:
 - (i) Any act or omission of Grantee, its subgrantees, contractors, agents, employees, guests, invitees, or affiliates; or,
 - (ii) Any foreseeable act or omission of a third party unless Grantee exercised the utmost care with respect to the foreseeable acts or omissions of the third party and the foreseeable consequences of those acts or omissions.
- (b) In addition to the indemnifications provided in Subsection 9.5(a), Grantee shall fully indemnify State for any and all damages, liabilities, costs or expenses (including attorneys' fees and disbursements) that arise out of or are in any way related to Grantee's breach of the obligations of Subsection 9.3(b). This obligation is not intended to duplicate the indemnity provided in Subsection 9.5(a) and applies only to damages, liabilities, costs or expenses that are associated with a breach of Subsection 9.3(b) and which are not characterized as a release, threatened release, or exacerbation of Hazardous Substances.

notify us of 3rd party dumping

9.6 Cleanup. If a release of Hazardous Substances occurs in, on, under, or above the Easement Property or other State-owned property arising out of any action, inaction, or

event described or referred to in Subsection 9.5, above, Grantee shall, at its sole expense, promptly take all actions necessary or advisable to clean up the Hazardous Substances. Cleanup actions shall include, without limitation, removal, containment and remedial actions and shall be performed in accordance with all applicable laws, rules, ordinances, and permits. Grantee's obligation to undertake a cleanup of the Easement Property under this Subsection 9.6 shall be limited to those instances where the Hazardous Substances exist in amounts that exceed the threshold limits of any applicable regulatory cleanup standards. Grantee shall also be solely responsible for all cleanup, administrative, and enforcement costs of governmental agencies, including natural resource damage claims, arising out of any action, inaction, or event described or referred to in Subsection 9.5, above. Grantee may undertake a cleanup pursuant to the Washington State Department of Ecology's Voluntary Cleanup Program, provided that: (1) Any cleanup plans shall be submitted to State (DNR) for review and comment at least thirty (30) days prior to implementation (except in emergency situations), and (2) Grantee must not be in breach of this Easement. Nothing in the operation of this provision shall be construed as an agreement by State that the voluntary cleanup complies with any laws or with the provisions of this Easement.

9.7 Sampling by State, Reimbursement, and Split Samples.

- (a) State may conduct sampling, tests, audits, surveys, or investigations ("Tests") of the Easement Property at any time to determine the existence, scope, or effects of Hazardous Substances on the Easement Property, any adjoining property, any other property subject to use by Grantee in conjunction with its use of the Easement Property, or any natural resources. If such Tests, along with any other information, demonstrates the existence, release or threatened release of Hazardous Substances arising out of any action, inaction, or event described or referred to in Subsection 9.5, above, Grantee shall promptly reimburse State for all costs associated with such Tests.
- (b) State's ability to seek reimbursement for any Tests under this Subsection shall be conditioned upon State providing Grantee written notice of its intent to conduct any Tests at least thirty (30) calendar days prior to undertaking such Tests, unless such Tests are performed in response to an emergency situation in which case State shall only be required to give such notice as is reasonably practical.
- (c) Grantee shall be entitled to obtain split samples of any Test samples obtained by State, but only if Grantee provides State with written notice requesting such samples within twenty (20) calendar days of the date Grantee is deemed to have received notice of State's intent to conduct any non-emergency Tests. The additional cost, if any, of split samples shall be borne solely by Grantee. Any additional costs State incurs by virtue of

*If we suspect
a problem
we can test*

*if problem exists
we can seek
reimb.*

*you are ent
to split sa*

Grantee's split sampling shall be reimbursed to State within thirty (30) calendar days after a bill with documentation for such costs is sent to Grantee.

- (d) Within thirty (30) calendar days of a written request (unless otherwise required pursuant to Subsection 9.4(b), above), either party to this Easement shall provide the other party with validated final data, quality assurance/quality control information, and chain of custody information, associated with any Tests of the Easement Property performed by, or on behalf of, State or Grantee. There is no obligation to provide any analytical summaries or expert opinion work product.

& copies of results

[9.8 Sediment Investigation.

- (a) *As a part of the screening of Grantee's application to make use of State-owned aquatic lands, State has been provided with certain environmental information that relates to Hazardous Substances which may exist in, on, under, or above the Easement Property as of the Commencement Date of this Easement. This information has been incorporated into Exhibit [C -or- D](Sediment Investigation Report). State makes no representations or warranties of any kind or nature regarding the accuracy, completeness or any other matter relating to Exhibit [C -or- D].*
- (b) *If State has reason to believe that a release or threatened release of Hazardous Substances has occurred on the Easement Property during Grantee's occupancy, State may require Grantee to conduct a Closeout Environmental Assessment (Closeout Assessment) by providing Grantee with written notice of this requirement no later than one hundred eighty (180) calendar days prior to the Termination Date, or within ninety (90) days of any valid notice to terminate the easement earlier than originally agreed. The purpose of the Closeout Assessment shall be to determine the existence, scope, or effects of any Hazardous Substances on the Easement Property and any associated natural resources. If the initial results of the Closeout Assessment disclose the existence of Hazardous Substances that may have migrated to other property, State may require additional Closeout Assessment work to determine the existence, scope and effect of any Hazardous Substances on adjoining property, any other property subject to use by Grantee in conjunction with its use of the Easement Property, or on any associated natural resources. The Closeout Assessment may include Sediment Sampling. Any Sediment Sampling must include [any sample locations and parameters reported in Grantee's Sediment Investigation Report completed at the initiation of this Easement -OR- enough sampling*

We recommend sediment sampling

locations to reasonably ascertain the extent of any hazardous waste contamination], as well as any additional testing requirements the State may require based on changes in scientific, statutory or regulatory standards for information concerning the activities of Grantee, its subtenants, contractors, agents, employees, guests, invitees or affiliates.

- (c) *Prior to undertaking the Closeout Assessment, Grantee shall submit a proposed plan in writing for State's approval. The plan shall be provided to State within sixty (60) days of the State's notice requiring the Closeout Assessment. If State fails to respond in writing, either approving or disapproving of the proposed plan, within sixty (60) days of its receipt, the proposed plan shall be deemed approved. Grantee shall be responsible for all costs required to complete planning, sampling, analyzing, and reporting associated with the Closeout Assessment.*

9.8/9/ Reservation of Rights. The parties have agreed to allocate certain environmental risks, liabilities, and responsibilities by the terms of Section 9. With respect to those environmental liabilities covered by the indemnification provisions of Subsection 9.5, that subsection shall exclusively govern the allocation of those liabilities. With respect to any environmental risks, liabilities, or responsibilities not covered by Subsection 9.5, the parties expressly reserve and do not waive or relinquish any rights, claims, immunities, causes of action or defenses relating to the presence, release, or threatened release of Hazardous Substances in, on, under, or above the Easement Property, any adjoining property or any other property subject to use by Grantee in conjunction with its use of the Easement Property that either party may have against the other under federal, state or local laws, including but not limited to, CERCLA, MTCA, and the common law. No right, claim, immunity, or defense either party may have against third parties is affected by this Easement and the parties expressly reserve all such rights, claims, immunities, and defenses. The allocations of risks, liabilities, and responsibilities set forth above do not release either party from, or affect either party's liability for, claims or actions by federal, state, or local regulatory agencies concerning Hazardous Substances.

CERCLA &
MTCA
still apply

SECTION 10 PRESERVATION OF SURVEY CORNERS

Grantee shall exercise the utmost care to ensure that all legal land subdivision survey corners and witness objects are preserved. If any survey corners or witness objects are destroyed or disturbed, Grantee shall reestablish them by a registered professional engineer or licensed land surveyor in accordance with US General Land Office standards, at Grantee's own expense. Corners and/or witness objects that must necessarily be disturbed or destroyed in the process of construction of improvements must be adequately referenced and/or replaced in accordance with all applicable laws and regulations in force at the time, including but not limited to, Chapter 58.24 RCW. The references must be approved by State prior to removal of the survey corners and/or witness objects.

SECTION 11 TERMINATION OF EASEMENT

This Easement shall terminate if Grantee receives notice from State that Grantee is in breach of this Easement and Grantee fails to cure that breach within sixty (60) days of State's notice. If the breach is not reasonably capable of being cured within the sixty (60) days, Grantee shall commence the cure within the sixty (60) day period and continue the cure with diligence until completion. In addition to terminating this Easement, State shall have any other remedy available to it. State's failure to exercise its right to terminate at any time shall not waive State's right to terminate for any future breach. If Grantee ceases to use the Easement Property for the purposes set forth in this Easement for a period of five (5) successive years, this Easement shall terminate without further action by State and Grantee's rights shall revert to State. This Easement may also terminate if Grantee provides State with sixty (60) days written notice of its intent to terminate the Easement, in a form satisfactory to State.

SECTION 12 OWNERSHIP AND REMOVAL OF IMPROVEMENTS AND EQUIPMENT

12.1 Existing Improvements. On the Commencement Date, the following improvements are located on the Easement Property:

[_____]. The improvements are [("State-Owned Improvements"). -OR- ("Existing Improvements").]

12.2 Grantee-Owned Improvements. So long as this Easement remains in effect, Grantee shall retain ownership of *[all Existing Improvements, and]* all improvements and trade fixtures it may place on the Easement Property (collectively "Grantee-Owned Improvements"). Grantee-Owned Improvements shall not include any construction, reconstruction, alteration, or addition to *[the State-Owned Improvements identified in Subsection 12.1 above, or]* any Unauthorized Improvements as defined in Subsection 12.7 below.

12.3 Construction. No Grantee-Owned Improvements shall be placed on the Easement Property without State's prior written consent. *[State's consent has been granted for the initial construction of any improvements identified in the Plan of Operations (Exhibit B).]* Prior to any construction, alteration, replacement, removal or major repair of any improvements (whether State-Owned or Grantee-Owned), Grantee shall submit to State plans and specifications which describe the proposed activity. Except in the case of emergency repairs, such work shall not commence until State has approved those plans and specifications. State shall have sixty (60) days in which to review the proposed plans and specifications. The plans and specifications shall be deemed approved unless State notifies Grantee otherwise within the sixty (60) days. In the case of emergency repairs, Grantee shall notify State within five (5) business days of the start of such repairs and shall provide State with the proposed plans and specifications for the repairs if requested.

12.4 Performance Bond. Except in the case of emergency repairs, no construction work of any kind shall commence until Grantee has obtained a performance and payment bond in an amount equal to /125 -or- ____ % of the estimated cost of construction. State may require Grantee to obtain a performance and payment bond for emergency repair work that has been initiated. The performance and payment bond shall be maintained until the costs of construction, including all laborers and material persons, have been paid in full.

12.5 As Built Survey. Upon completion of construction, Grantee shall promptly provide State with as-built plans and specifications. In those cases where new improvements are approved, or where the location of any improvements is changed, Grantee may be required to provide an as-built survey of the Easement Property.

12.6 Removal. Grantee-Owned Improvements shall be removed by Grantee by the Termination Date unless State notifies Grantee that the Grantee-Owned Improvements may remain. If State elects for the Grantee-Owned Improvements to remain on the Easement Property after the Termination Date, they shall become the property of State without payment by State. To the extent that Grantee-Owned Improvements include items of personal property which may be removed from the premises without harming the Easement Property, or diminishing the value of the Easement Property or the improvements, State asserts no ownership interest in these improvements unless the parties agree otherwise in writing upon termination of this Easement. Any Grantee-Owned Improvements specifically identified as personal property in Exhibit A or B shall be treated in accordance with this provision. Grantee shall notify State at least one hundred eighty (180) days before the Termination Date if it intends to leave the Grantee-Owned Improvements on the Easement Property. State shall then have ninety (90) days in which to notify Grantee that it wishes to have the Grantee-Owned Improvements removed or elects to have them remain. Failure to notify Grantee shall be deemed an election by State that the Grantee-Owned Improvements will remain on the Easement Property. If the Grantee-Owned Improvements remain on the Easement Property after the Termination Date without State's actual or deemed consent, they still will become the property of the State but the State may remove them and Grantee shall pay the costs of removal and disposal upon State's demand.

12.7 Unauthorized Improvements. Improvements made on the Easement Property without State's prior written consent or which are not in conformance with the plans submitted to and approved by State ("Unauthorized Improvements") shall immediately become the property of State, unless State elects otherwise. Regardless of ownership of Unauthorized Improvements, State may, at its option, require Grantee to sever, remove, and dispose of them, charge Grantee rent for the use of them, or both. If Grantee fails to remove an Unauthorized Improvement upon request, State may remove it and charge Grantee for the cost of removal and disposal.

SECITON 13 INDEMNITY

Grantee shall indemnify, defend, and hold harmless State, its employees, officers, and agents from any and all liability, damages (including damages to land, aquatic life, and other natural resources), expenses, causes of action, suits, claims, costs, fees (including attorneys fees), penalties, or judgments, of any nature whatsoever, arising out of the use, occupation, or control of the Easement Property by Grantee, its contractors, subcontractors, invitees, agents, employees, licensees, or permittees, except as may arise solely out of the willful or negligent act of State or State's elected officials, employees, or agents. To the extent that RCW 4.24.115 applies, Grantee shall not be required to indemnify, defend, and hold State harmless from State's sole or concurrent negligence. Grantee's liability to State for hazardous substances, and its obligation to indemnify, defend, and hold the State harmless for hazardous substances, shall be governed exclusively by Section 9.

SECTION 14 FINANCIAL SECURITY AND INSURANCE

14.1 Financial Security.

- (a) At its own expense, Grantee shall procure and maintain a corporate surety bond or provide other financial security satisfactory to State (the "Bond") in an amount equal to Dollars (\$), which shall secure Grantee's full performance of its obligations under this Easement, with the exception of the obligations under Section 9 (Environmental Liability/Risk Allocation) above. The Bond shall be in a form and issued by a surety company acceptable to State. State may require an adjustment in the amount of the Bond.
- (b) Upon any default by Grantee in its obligations under this Easement, State may collect on the Bond to offset the liability of Grantee to State. Collection on the Bond shall not relieve Grantee of liability, shall not limit any of State's other remedies, and shall not reinstate or cure the default or prevent termination of the Easement because of the default.

14.2 Insurance. At its own expense, Grantee shall procure and maintain during the Term of this Easement, the insurance coverages and limits described in Subsections 14.2 (a) and (b) below. This insurance shall be issued by an insurance company or companies admitted and licensed by the Insurance Commissioner to do business in the State of Washington. Insurers must have a rating of B+ or better by "Best's Insurance Reports," or a comparable rating by another rating company acceptable to State. If non-admitted or non-rated carriers are used, the policies must comply with Chapter 48.15 RCW.

(a) Types of Required Insurance.

- (1) Commercial General Liability Insurance. Grantee shall procure and maintain Commercial General Liability insurance covering claims for bodily injury, personal injury, or property damage arising on the Easement Property and/or arising out of Grantee's operations. If necessary, commercial umbrella insurance covering claims for these risks shall be procured and maintained. Insurance must include liability coverage with limits not less than those specified below:

Description

Each Occurrence /\$1,000,000 -OR- \$ _____/

General Aggregate Limit /\$2,000,000 -OR- \$ _____/

State may impose changes in the limits of liability:

- (i) As a condition of approval of assignment or sublease of this Easement;
 - (ii) Upon any breach of Section 9, above;
 - (iii) Upon a material change in the condition of the Easement Property or any improvements; or,
 - (iv) Upon a change in the Permitted Use.
New or modified insurance coverage shall be in place within thirty (30) days after changes in the limits of liability are required by State.
- (2) Property Insurance. Grantee shall procure and maintain property insurance covering all real property located on or constituting a part of the Easement Property in an amount equal to the replacement value of all improvements on the Easement Property. Such insurance may have commercially reasonable deductibles.
- (3) Worker's Compensation/Employer's Liability Insurance. Grantee shall procure and maintain:
- (i) State of Washington Worker's Compensation coverage, as applicable, with respect to any work by Grantee's employees on or about the Easement Property and on any improvements;
 - (ii) Employers Liability or "Stop Gap" insurance coverage, as applicable, with limits not less than those specified below.

Insurance must include bodily injury coverage with limits not less than those specified below:

Limit	Each Employee	Policy
<u>By Accident</u>	<u>By Disease</u>	<u>By Disease</u>
<u>/\$1,000,000 -OR- \$___/</u>	<u>/\$1,000,000 -OR- \$___/</u>	<u>/\$1,000,000 -OR- ___/</u>

- (iii) Longshore and Harbor Worker's Act and Jones Act coverage, as applicable, with respect to any work by Grantee's employees on or about the Easement Property and on any improvements.
- (4) Builder's Risk Insurance. As applicable, Grantee shall procure and maintain builder's risk insurance in an amount reasonably satisfactory to State during construction, replacement, or material alteration of the Easement Property or improvements on the Easement Property. Coverage shall be in place until such work is completed and evidence of completion is provided to State.
- (5) Business Auto Policy Insurance. As applicable, Grantee shall procure and maintain a business auto policy. The insurance must include liability coverage with limits not less than those specified below:

<u>Description</u>	<u>Each Accident</u>
Bodily Injury and Property Damage	\$1,000,000

- /(6) Aviation Liability Insurance. Grantee shall procure and maintain insurance covering liability arising from ownership, maintenance or use of aircraft, including liability assumed under an insurance contract. The insurance must include liability coverage with limits not less than those specified below:*

General

<u>Description</u>	<u>Per Seat</u>	<u>Aggregate</u>
Bodily Injury and Property Damage	\$1,000,000	\$5,000,000/

- (b) Terms of Insurance. The policies required under Subsection 14.2 shall name the State of Washington, Department of Natural Resources as an additional insured (except for State of Washington Worker's Compensation coverage, and Federal Jones Act and Longshore and Harbor Worker's Act coverages). Furthermore, all policies of insurance described in Subsection 14.2 shall meet the following requirements:

- (1) Policies shall be written as primary policies not contributing with and not in excess of coverage that State may carry;
 - (2) Policies shall expressly provide that such insurance may not be canceled or nonrenewed with respect to State except upon forty-five (45) days prior written notice from the insurance company to State;
 - (3) To the extent of State's insurable interest, property coverage shall expressly provide that all proceeds shall be paid jointly to State and Grantee;
 - (4) All liability policies must provide coverage on an occurrence basis; and
 - (5) Liability policies shall not include exclusions for cross liability.
- (c) **Proof of Insurance.** Grantee shall furnish evidence of insurance in the form of a Certificate of Insurance satisfactory to the State accompanied by a check list of coverages provided by State, executed by a duly authorized representative of each insurer showing compliance with the insurance requirements described in Section 14, and, if requested, copies of policies to State. The Certificate of Insurance shall reference the State of Washington, Department of Natural Resources and the Easement number. Receipt of such certificates or policies by State does not constitute approval by State of the terms of such policies. Grantee acknowledges that the coverage requirements set forth herein are the minimum limits of insurance the Grantee must purchase to enter into this agreement. These limits may not be sufficient to cover all liability losses and related claim settlement expenses. Purchase of these limits of coverage does not relieve the Grantee from liability for losses and settlement expenses greater than these amounts.

14.3 State's Acquisition of Insurance. If Grantee fails to procure and maintain the insurance described above within fifteen (15) days after Grantee receives a notice to comply from State, State shall have the right to procure and maintain comparable substitute insurance and to pay the premiums. Grantee shall pay to State upon demand the full amount paid by State, together with interest at the rate provided in Subsection 4.2 from the date of State's notice of the expenditure until Grantee's repayment.

SECTION 15 TAXES AND ASSESSMENTS

Grantee shall promptly pay all taxes, assessments and other governmental charges of any kind whatsoever levied as a result of this Easement or relating to Grantee's improvements constructed pursuant to this Easement.

SECTION 16 ADVANCE BY STATE

If State advances or pays any costs or expenses for or on behalf of Grantee, including but not limited to taxes, assessments, insurance premiums, costs of removal and disposal of unauthorized materials, costs of removal and disposal of improvements, or other amounts not paid when due, Grantee shall reimburse State the amount paid and shall pay interest on such amount at the rate of one percent (1%) per month from the date State notifies Grantee of the advance or payment.

SECTION 17 NOTICE

Any notices required or permitted under this Easement may be personally delivered, delivered by facsimile machine, or mailed by certified mail, return receipt requested, to the following addresses or to such other places as the parties may direct in writing from time to time:

State: DEPARTMENT OF NATURAL RESOURCES
Region Name
Region Address

Grantee: / _____
/ _____
/ _____
/ _____

A notice shall be deemed given and delivered upon personal delivery, upon receipt of a confirmation report if delivered by facsimile machine, or three (3) days after being mailed as set forth above, whichever is applicable.

SECTION 18 ASSIGNMENT

Grantee shall not assign its rights in the Easement or grant any rights or franchises to third parties, without State's prior written consent. State reserves the right to change the terms and conditions of this Easement upon its consent to any assignment.

SECTION 19 SUCCESSORS AND ASSIGNS

This Easement shall be binding upon and inure to the benefit of the parties, their successors and assigns and shall be a covenant running with the land.

SECTION 20 TIME IS OF THE ESSENCE

TIME IS OF THE ESSENCE as to each and every provision of this Easement.

SECTION 21 RECORDATION

Grantee shall record this Easement or a memorandum documenting the existence of this Easement in the county in which the Easement Property is located, at Grantee's sole expense. The memorandum shall, at a minimum, contain the Easement Property description, the names of the parties to the Easement, the State's easement number, and the duration of the Easement. Grantee shall provide State with recording information, including the date of recordation and file number. Grantee shall have thirty (30) days from the date of delivery of the final executed agreement to comply with the requirements of this section. If Grantee fails to record this Easement, State may record it and Grantee shall pay the costs of recording, including interest, upon State's demand.

SECTION 22 APPLICABLE LAW AND VENUE

This Easement shall be interpreted and construed in accordance with and shall be subject to the laws of the State of Washington. Any reference to a statute shall mean that statute as presently enacted or hereafter amended or superseded. Venue for any action arising out of or in connection with this Easement shall be in the Superior Court for Thurston County, Washington.

SECTION 23 MODIFICATION

Any modification of this Easement must be in writing and signed by the parties. State shall not be bound by any oral representations or statements.

SECTION 24 SURVIVAL

Any obligations of Grantee which are not fully performed upon termination of this Easement shall not cease, but shall continue as obligations until fully performed.

SECTION 25 INVALIDITY

If any provision of this Easement shall prove to be invalid, void, or illegal, it shall in no way affect, impair, or invalidate any other provision of this Easement.

THIS AGREEMENT requires the signature of all parties and is executed as of the date of the last signature below.

(GRANTEE NAME- ALL IN CAPS)

Dated: _____, 20____ By: _____

Title:
Address:

STATE OF WASHINGTON
DEPARTMENT OF NATURAL
RESOURCES

Dated: _____, 20____ By: _____

Title: (Typed Name Goes Here -
Commissioner, Manager, etc)
Address:

Standard Easement Document
Approved as to Form in July 2003
by Mike Grossmann
Assistant Attorney General
State of Washington

CORPORATE ACKNOWLEDGMENT

STATE OF _____)

) ss

COUNTY OF _____)

On this _____ day of _____, 20____, before me
personally appeared

to me known to be the

_____ of the
corporation that executed the within and foregoing instrument, and
acknowledged said instrument to be the free and voluntary act and deed of
said corporation, for the uses and purposes therein mentioned, and on oath
stated that (he/she was) (they were) authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my
official seal the day and year first above written.

Notary Public in and for the State of
_____ residing at _____.

My appointment expires

_____.

STATE ACKNOWLEDGMENT

STATE OF WASHINGTON)
)ss
County of)

On this _____ day of _____, 20____,
personally appeared before me

_____,
to me known to be the _____ of the Department of
Natural Resources, State of Washington, who executed the within and
foregoing instrument on behalf of the State of Washington, and
acknowledged said instrument to be the free and voluntary act and deed of
the State of Washington for the uses and purposes therein mentioned, and
on oath stated that [he/she] was authorized to execute said instrument and
that the seal affixed is the official seal of the Commissioner of Public
Lands for the State of Washington.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day
and year first above written.

Notary Public in and for the State of
Washington, residing at

My appointment expires
_____.

Draft Proposal
Fire Protection for Covered Boat Moorage
January 28, 2005

Following is the Seattle Fire Department's final draft proposal for SFC Chapter 94 – Fire Protection for Covered Boat Moorage. This draft incorporates changes made at the Jan. 27, 2005 meeting of the Covered Moorage Fire Protection workgroup.

Chapter 94 • Fire Protection for Covered Boat Moorage

SECTION 9401 – GENERAL

9401.1 Scope. This Chapter shall apply to covered portions of all marinas with covered boat moorage in existence at the time of its adoption.

Exceptions:

1. Approved designated facilities and shipyards in accordance with Administrative Rule 26.02.04 *Designated Hot Work Facilities and Shipyards*.
2. Boathouses.

9401.2 Intent. This Chapter is intended to promote the health, safety and welfare of life and property from fire at covered boat moorage.

9401.3 Modifications. The retroactive requirements of this chapter shall be permitted to be modified if their application clearly would be impractical for economic or physical reasons in the judgment of the fire code official, and only where it is clearly evident that a reasonable degree of safety is provided.

9401.4 Signage. Conspicuous signage shall be located at the fire apparatus access road termination point and the shore end of piers, wharves and floats. Signage shall indicate the address, directions and maps when required by the fire code official. For those structures that are designed to support vehicles, signage shall indicate the weight limit. Numbers and letters shall be easily legible and have high contrast with the color of the sign background. Numbers and letters shall not be less than 5 inches (127 mm) in height and shall have a minimum stroke of 0.5 inches (12.7 mm).

9401.5 Smoking Restrictions. Smoking shall be prohibited in all areas where fuels and other flammable and combustible liquids and gases are stored or dispensed, in battery rooms, and in other such locations as management or the fire code official shall designate. "No Smoking" signs shall be conspicuously posted.

9401.6 Transmittal of Fire Emergency. All marinas and boatyards shall have a means to notify the fire department rapidly in the event of an emergency. If a telephone is used for this purpose, it shall be available for use at all times and shall not require the use of a coin. The street address of the facility and the emergency telephone number(s) shall be displayed prominently on a sign at the telephone.

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9401.7 Labeling electrical shutoffs. Electrical transformers, control panels, and breaker panels shall be readily accessible, clearly labeled and indicate the areas they service. See also SFC 605.3.

9401.8 Fire extinguishers. One portable fire extinguisher having a minimum rating of 2A 20-BC shall be provided within 75 feet (22,860 mm) of all portions of piers, wharves, and floats, or at each required hose station. Additional fire extinguishers, suitable for the hazards involved, shall be provided and maintained in accordance with SFC 906 and NFPA Standard 10.

9402 - DEFINITIONS

9402.1 Definitions. The following words and terms shall, for the purposes of this chapter, have the meanings shown herein.

BERTH is the water space to be occupied by a boat or other vessel alongside or between bulkheads, piers, piles, fixed and floating docks, or any similar access structure. (See also definition for Slip.)

BOATHOUSE is an independently floating structure designed to be moored to a main float system to enclose and protect a vessel or vessels. A boathouse is capable of being moved on water, but is typically moored to a float system for long periods of time.

COVERED BOAT MOORAGE is a pier or system of floating or fixed accessways to which vessels on water may be secured and is covered by a roof.

DRAFT CURTAIN. A structure arranged to limit the spread of smoke and heat along the underside of the ceiling or roof.

FIRE PARTITION is a vertical assembly of materials designed to restrict the spread of fire in which openings are protected.

FLOAT is a floating structure normally used as a point of transfer for passengers and goods, or both, for mooring purposes.

GRAVITY-OPERATED DROP OUT VENTS. Automatic smoke and heat vents containing heat-sensitive glazing designed to shrink and drop out of the vent opening when exposed to fire.

MARINA is any portion of the ocean or inland water, either naturally or artificially protected, for the mooring, servicing or safety of vessels and shall include artificially protected works, the public or private lands ashore, and structures or facilities provided within the enclosed body of water and ashore for the mooring or servicing of vessels or the servicing of their crews or passengers.

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MARINE MOTOR FUEL-DISPENSING FACILITY. That portion of property where flammable or combustible liquids or gases used as fuel for watercraft are stored and dispensed from fixed equipment on shore, piers, wharves, floats or barges into the fuel tanks of watercraft and shall include all other facilities used in connection therewith.

PIER is a structure, usually of greater length than width, of timber, stone, concrete or other material, having a deck and projecting from the shore into waters so that vessels may be moored alongside for loading, unloading, storage, repairs or commercial uses.

SHIPYARD is a pier, wharf, or series of piers and wharves and related onshore facilities, designated by the fire code official, which by virtue of the pier construction, location, emergency vehicle access, fire protection, hydrant availability and onsite safety personnel in accordance with Seattle Fire Department Administrative Rule 26.02.02, *Designated Hot Work Facilities and Shipyards* is suitable to permit repairs, including major conversions, on marine vessels of any length.

SLIP is a berthing space between or adjacent to piers, wharves, or docks; the water areas associated with boat moorage. (See also definition for Berth.)

VESSEL is watercraft of any type, other than seaplanes on the water, used or capable of being used as a means of transportation.

WHARF OR QUAY is a structure of timber, stone, concrete or other material having a platform built along and parallel to waters so that vessels may be moored alongside for loading, unloading, storage, repairs or commercial uses.

9403 - PLANS AND APPROVALS

9403.1 Plans. Plans for marina fire-protection shall be approved prior to installation. The work shall be subject to final inspection and approval after installation.

9404 - ACCESS AND WATER SUPPLY

9404.1 Fire apparatus access roads. Fire apparatus access roads shall be provided and so located as to provide fire department apparatus access to within 150 feet (45,720 mm) travel distance to the shore end of all marina piers, wharves, and floats. Fire apparatus access roads shall be in accordance with Appendix D of the 2003 Seattle Fire Code.

Exception: When approved by the fire code official, a Class I standpipe system may be installed on piers, wharves, or floats when conditions are such that providing fire department access lanes to within 150 feet (45,720 mm) to the shore end of the piers, wharves, and floats is not practical. Additional standpipe requirements are found in SFC 9405.1.

9404.2 Premises access. The fire department shall have access to fenced, gated, or locked grounds, piers, wharves or floats. Appropriate means of access (including keys and cardkeys) shall be provided in an approved secured lock box (Knox Box) on the

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premises in an approved location. The fire department shall be notified immediately of any changes in the means of access.

9404.3 Fire hydrants. At least two fire hydrants shall be provided. One hydrant shall be located within 500 feet (152,400 mm) of the closest point of fire department apparatus access to the shore end of the marina piers, wharves or floats, or to the fire department connection (FDC) for those piers, wharves or floats that are equipped with standpipes. The second fire hydrant shall be located within 1000 feet (304,800 mm) of the closest point of fire department apparatus access to the shore end of the marina piers, wharves, or floats, or to the FDC for those piers, wharves or floats that are equipped with standpipes.

Exception: The requirements for fire hydrants may be modified when alternate arrangements are approved by the fire code official.

9404.4 Water supply. All required hydrants shall be capable of delivering not less than 1,000 gpm at a minimum residual pressure of 20 psi each.

Exception: The requirements for water supply may be modified when alternate arrangements are approved by the fire code official.

SECTION 9405 - FIRE PROTECTION EQUIPMENT

9405.1 Standpipe systems. A manual Class I standpipe system (or class III standpipe system when approved by the fire code official) in accordance with NFPA Standard 14 shall be provided for piers, wharves, and floats where the hose lay distance from the fire apparatus to the most remote accessible portion of the pier, wharf or float exceeds 150 feet (45,720 mm). Approved plastic pipe may be used when installed underwater, or other approved method of protection from fire is provided. The standpipe piping shall be a minimum of 4 inches (102 mm), sized to provide a minimum of 500 gpm at 130 psi at the most remote hose connection, with a simultaneous flow of 500 gpm at the third most remote hose connection on the same pier while maintaining a maximum system pressure of 175 psi. Existing standpipe systems providing equivalent performance to the specification listed above may be acceptable when approved by the fire code official.

9405.1.1 Hose connections. Hose connections on required standpipes shall be provided at the water end of the pier, wharf, or float, and along the entire length of the pier, wharf, or float at spacing not to exceed 150 feet (45,720 mm) and as close as practical to the land end.

Exception: The hose connection at the land end of the pier, wharf or float may be omitted when a hose connection is located within 150 feet (45,720 mm) of the fire apparatus access road.

Each hose connection shall consist of a valved 2½-inch (64 mm) fire department hose outlet. Outlet caps shall have a predrilled 1/8-inch (3.2 mm) hole for pressure relief and be secured with a short length of chain or cable to prevent falling after removal. Listed equipment shall be used.

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9405.2 Automatic sprinkler systems. Automatic sprinklers shall be provided for covered boat moorage exceeding 8,000 sq. ft. (743 m²) in projected roof area, excluding roof overhangs.

The sprinkler system shall be designed and installed in accordance with NFPA Standard 13 for Extra Hazard Group 2 occupancy.

Exception: Covered boat moorage already protected by an automatic sprinkler system is not required to be upgraded to Extra Hazard Group 2 criteria.

9405.2.1 Monitoring. Sprinkler systems shall be monitored by an approved central station.

9405.3 Smoke and heat vents: Approved automatic smoke and heat vents shall be provided in covered boat moorage areas exceeding 2,500 sq. ft. (232 m²) in area, excluding roof overhangs.

Exception: Smoke and heat vents are not required in areas protected by automatic sprinklers.

9405.3.1 Design and installation. Where smoke and heat vents are required they shall be installed to provide the minimum venting area derived from table 7-7D of the 18th Edition of the NFPA Fire Protection Handbook, Section 7, Chapter 7 using a 600 second growth time and 15 minute clear visibility design times.

The vents shall be located near the roof peak, evenly distributed and arranged so that at least one vent is over each covered berth. Each vent shall provide a minimum opening size of 4 ft. x 4 ft.

Point of Information

Copies of the NFPA Fire Protection Handbook, 18th edition, are available for reference at the Seattle Public Library.

9405.3.1.1 Smoke and heat vents shall operate automatically by actuation of a heat-responsive device rated at between 100°F (36°C) and 220°F (122°C) above ambient.

Exception: Gravity-operated drop out vents.

9405.3.1.2 Gravity-operated drop out vents. Gravity operated dropout vents shall fully open within 5 minutes after the vent cavity is exposed to a simulated fire represented by a time-temperature gradient that reaches an air temperature of 500°F (260°C) within 5 minutes.

9405.4 Draft curtains. Draft curtains shall be provided in covered boat moorage areas exceeding 2,500 sq. ft. (232 m²) in area, excluding roof overhangs.

Exception: Draft curtains are not required in areas protected by automatic sprinklers.

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9405.4.1 Draft curtain construction. Draft curtains shall be constructed of sheet metal, gypsum board or other approved materials that provide equivalent performance to resist the passage of smoke. Joints and connections shall be smoke tight.

9405.4.2 Draft curtain location and depth. The maximum area protected by draft curtains shall not exceed 2,000 sq. ft. (186 m²) or two slips or berths, whichever is smaller. Draft curtains shall not extend past the piling line. Draft curtains shall have a minimum depth of 4 feet (1219 mm) or at least 20 percent of ceiling height and shall not extend closer than 8 feet (2438 mm) to the walking surface on the pier. Ceiling height shall be measured as follows:

- (1) For floating structures with flat roofs and saw-tooth roofs with flat ceiling areas, from the ceiling to waterline.
- (2) For floating structures with sloped roofs, from the center of the uppermost vent to the waterline.
- (3) For fixed structures with flat roofs and saw-tooth roofs with flat ceiling areas, from the ceiling to the high water level of the lake as determined by National Oceanic and Atmospheric Administration charts.
- (4) For fixed structures with sloped roofs, from the center of the uppermost vent to the high water level of the lake as determined by National Oceanic and Atmospheric Administration charts.

9405.5 Fire department connections. Standpipe and sprinkler systems shall be equipped with not less than one two-way 2½-inch (64 mm) fire department connection (FDC), which shall be readily visible and located at the fire apparatus access road or other approved location. The FDC for class I standpipe systems may be located at the shore end of the pier, wharf, or float when the distance between the fire apparatus access road and FDC is less than 150 feet (45,720 mm). See also SFC 9404.3 Fire hydrants.

9405.6 Marina fire protection confidence testing. Standpipe and sprinkler systems shall be inspected and hydrostatically tested at least annually. Reports of inspections and tests shall be submitted to the Seattle Fire Department Confidence Testing Unit in accordance with Administrative Rule 9.02.04 *Confidence Test Requirements for Life Safety Systems*. Notwithstanding fire department inspections, maintenance and periodic testing are the owner's responsibility. All persons performing such work shall have a certificate from the fire department to perform such work. See Administrative Rule 9.01.04 *Certification for Installing, Maintaining and Testing Life Safety Systems and Equipment*.

9405.7 Moorage in intervening moorage space. Vessels moored in open spaces between covered moorage shall not exceed 7 feet (2,133.6 mm) from the top of the vessel superstructure to the waterline, unless protected by an approved fire partition.

Section 9406 - Emergency Plans and Training

9406.1 Emergency plan. Owners or operators of piers, wharves, floats and marinas shall prepare and maintain a current emergency plan for the facility. The plan shall include

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procedures for fire department notification, fire evacuation, and include location of portable fire extinguishers and hose cabinets, sprinkler and standpipe system control valves, fire department connections and electrical disconnects.

9406.2 Signage. Signs, posters, or posted instructions shall be provided where practicable to remind the public of basic fire safety practices and to warn of unusual or extreme fire hazards. All boat owners at the marina shall be provided with written instructions for reporting fires and other emergencies and actions to be taken in the event of a fire.

Point of Information

For examples of emergency plans, see information bulletins located at www.seattle.gov/fire titled Emergency Procedures for Public Occupancies and Fire Evacuation Planning.

9406.3 Employee training. Practice drills shall be held a minimum of twice a year.

9406.3.1 All employees shall know the location of fire-fighting equipment, and shall be instructed in the procedures for response to a fire or other emergency, response to a fire alarm, reporting a fire or other emergency to the proper authorities (and to designated facility employees), and in the employees' designated role(s) in emergency situations. See SFC 9406.

9406.3.2 All employees, including office personnel, shall be given training in the use of portable fire extinguishers.

9406.4 Fire department liaison. When requested by the Seattle Fire Department, management shall assist the fire department in pre-fire planning for the following:

- (1) Entries and access routes for equipment within the premises,
- (2) Location, construction, use, and accessibility of all buildings and all their subdivisions including basements, storage lockers, and other areas,
- (3) Location and extent of outside working areas,
- (4) Location and means of access to both dry and wet boat-storage areas,
- (5) Type and capacity of standpipes on piers and walkways, including all points where connection of hydrant or pumper supplies can be affected,
- (6) Types and capacities of facility equipment, including work or tow boats, portable pumps, pier-mounted hose cabinets, all portable fire extinguishers, and other equipment,
- (7) Voltages and capacities of electrical systems, and location of electrical disconnecting means.

Section 9407 - Operational Hazards

9407.1 The marina or boatyard operator shall post in a prominent location or provide to boat operators using a marina or boatyard for mooring, repair, servicing, or storage, a list of safe operating procedures containing the following:

- (1) Procedures for disposal of trash;

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- (2) Nonsmoking areas;
- (3) Location of fire extinguishers and hoses;
- (4) Procedures for turning in a fire alarm; and
- (5) Fueling procedures.

9407.2 Fueling Operations. Fueling of floating marine craft with Class I fuels at other than a marine motor fuel-dispensing facility is prohibited. Fueling of floating marine craft with Class II or III fuels at other than a marine motor fuel-dispensing facility shall be in accordance with SFC 2210.4.

Section 9408 - Compliance

9408.1 Compliance. All corrections that may be necessary to provide the minimum fire safety requirements established in this Chapter shall be completed by the owners as follows:

- (a) The fire code official shall develop a procedure for surveying marinas to effect compliance with this Chapter. The fire code official shall send written and signed notices to the owners of all non-complying marinas. Within 120 days of the date of notification by the fire code official, the owner shall submit to the fire code official a concept design and firm schedule for complying with the requirements of this Chapter.

- (b) The fire code official shall review the concept design and firm schedule and respond in writing. The time schedule for compliance shall be measured from the date of the fire code official's response to the concept design and firm schedule for each marina, and shall not exceed the time limits set forth in subsection (c) of this section.

- (c) The time limits for complying with the requirements of this Chapter are as follows:

Fire Extinguishers.....	1 year
Signage.....	1 year
Emergency Plan.....	1 year
Smoke and Heat Vents and Draft Curtains.....	7 years
Fire Hydrants.....	5 years
Standpipes.....	7 years
Sprinkler Systems.....	10 years

- (d) Marinas will not be deemed to be in violation of this Chapter until the time limits set forth in subsection (c) above have expired. Appeals to compliance with this section shall be in accordance SFC 108.

Sarah

Copy of
records

e-mail &

to Bob Rouleau

copy of
Public disclosure
request info
provided to
Bob Rouleau

June 17th '05

SLW.

Copy left at
reception for
him to pick

THOMPSON PILE DRIVING CO., INC.

P.O. Box 2210
Port Orchard, WA 98366



Office & FAX 769-8428
Yard 876-4433
Tug 731-0489

Waterfront Construction • Piling • Docks • Floats • Towing, Etc.

ELEMENTS

1-1 Thompson Pile Driving
P.O. Box 2210
Port Orchard, WA 98366
360-764-5428 OFFICE FAX
360-731-8911 CELL
thompsonpiledriving@msn.com
UBI 600 496 525
TIN 91-121 7717

1-2 PAUL FRITS Cell 360 731-8911 / thompsonpiledriving@msn.com

1-3 WE DO ANY MARINE RELATED WORK - RECENT DISPOSAL "THURON" IN PORT ORCHARD

2-1 ALL OILS APPEAR TO HAVE BEEN WASHED OUT BY SEAWATER. BATTERIES SEEM THE ONLY HAZMAT ON SITE.

2-2 WE WILL PLACE DEBRIS ON BARGE, MOVE TO THOMPSON LANDING, TRANSFER TO TRUCKS, DISPOSE AT LANDFILL OR RECYCLERS.

2-3 SEE ABOVE

2-4 EQUIPMENT MAY INCLUDE - EXCAVATOR, CLAMSHELL, BARGE, TUGBOAT, CRANE, SKIDDER, WINCHES, ALL OF WHICH WE POSSESS.

2-5 BARGE TO THOMPSON LANDING, TRUCK TO LANDFILL

2-6 LANDFILL

2-7 RAKE BEACH MANUALLY WITH STEEL RAKES - PICK UP DEBRIS

2-8 SEE ABOVE

2-9 TIME TO DO THE PROJECT WILL DEPEND ON WHEN WE ARE AUTHORIZED TO BEGIN, AND THE TIDAL STATE THEREAFTER. I EXPECT 2-3 WEEKS TO BE COMPLETE. A FISHERIES HPA MAY BE REQUIRED, WHICH MAY TAKE SOME TIME.

2-10 ADDITIONAL BOAT DEMO COST \$16,800.00

2-11 PAUL FRITS, PRES OF THOMPSON PILE DRIVING WILL OVERSEE THE PROJECT, AND WILL HAVE 1 TO 4 MEN HELPING AT VARIOUS STAGES OF WORK.

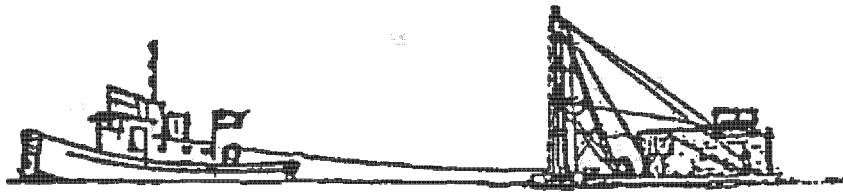
2-12 NO SUBCONTRACTORS ANTICIPATED

2-13 WORK CAN BE ACCOMPLISHED WITHIN 3 WEEKS OF AUTHORIZED START.

2-14 PAYMENT WITHIN 30 DAYS OF COMPLETION IS ACCEPTABLE.

THOMPSON PILE DRIVING CO., INC.

P.O. Box 2210
Port Orchard, WA 98366

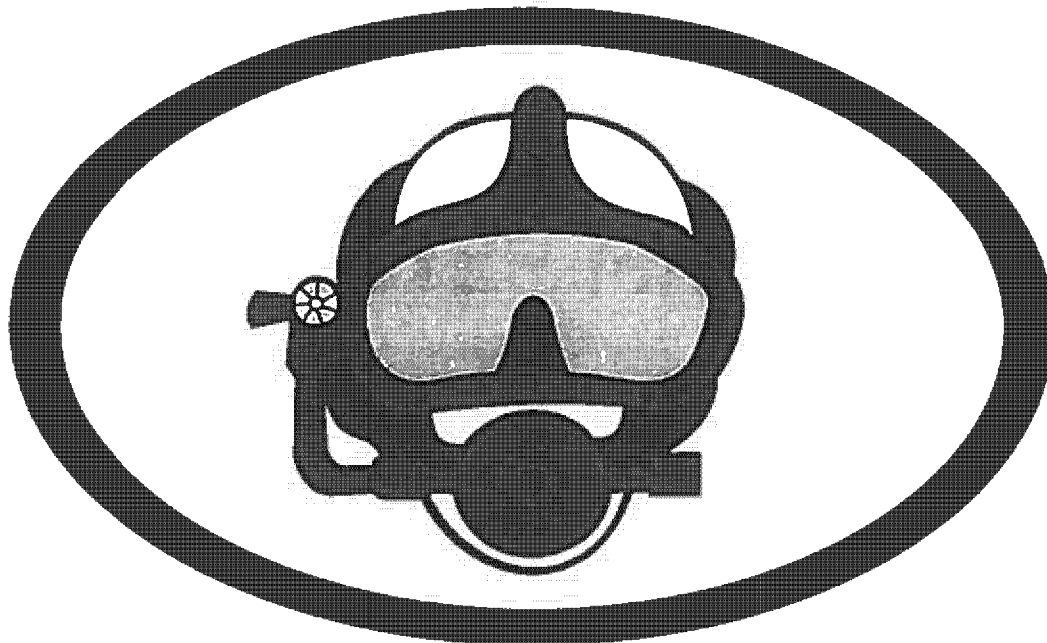


Office & FAX 769-8428
Yard 876-4433
Tug 731-0489

Waterfront Construction • Piling • Docks • Floats • Towing, Etc.

- 4-3 I HAVE SENT COPIES OF OUR CURRENT INS. ANY ADDITIONAL INSURANCE REQUIREMENTS WILL BE AS AN "ADD ON" TO THIS CONTRACT. ANY BONDING BESIDES OUR CONTRACTORS SURETY BOND WILL ALSO BE AS AN ADD ON.
- 1 TOTAL COST FOR REMOVAL AND DISPOSAL OF THESE 3 VESSELS IS \$58,560⁰⁰
- 2 ITEMIZED AS FOLLOWS: LABOR 50% = 29,280⁰⁰ DISPOSAL COST 30% = 17,568⁰⁰
ANCILLARY COST 20% = 11,712⁰⁰
- 3 THERE IS NO VALUE.

BLACKWATER MARINE, LLC



NIKISKI, AK ~ SEATTLE, WA

**Proposal for Services
Disposal and Transport of
vessels in Port Washington Narrows**

**Prepared for:
Wa Dept of Natural Resources**

May 20, 2005

**Submitted by:
Blackwater Marine**

REQUIRED ELEMENTS

1. Company Information

1.1:

Blackwater Marine
12019 76th Place NE, Kirkland WA 98034
W: (425) 828-6434 Fax (425) 827-2105
www.blackwatermarine.com
92-0171499 fed I.D
602-107-807-000 UBI

1.2:

Project Manager, Blackwater Marine, George Lulham
W: (425) 828-6434 Cell (b) (6)
george@blackwatermarine.com

Project Supervisor, Blackwater Marine, Gary Allen
W: (425) 828-6434 Cell (b) (6)
gary@blackwatermarine.com

1.3

Blackwater Marine (herein referred to as "contractor") is a locally manned underwater construction, inspection, and salvage company with over 20 years experience diving in the world's harshest environments. They have the technical skills, cranes, barges, and marine equipment to safely and competently achieve the most demanding projects. Blackwater has worked on a number of salvage projects over the past years where environmental compliance, safety concerns and cost effectiveness have all been at the forefront of the project's goals. Noteworthy examples include the removal and disposal of a 50+ ft derelict vessel in Oro Bay of 2004 for DNR. A second project involved the search and retrieval of a private jet that crash landed in the waters of Penn Cove on Whidbey Island. Blackwater conducted the salvage by bringing the aircraft to the surface for repair and restoration with great appreciation from the owner. A third recent project involved the response to a sunken derrick crane and barge that flipped near the entrance to the Ballard Locks. Blackwater conducted all diving operations to lift the vessel to the surface. Both projects had close scrutiny by the US Coast Guard and Wa Dept of Ecology while meeting the overall needs of the customer. Through these recent projects Blackwater has gained a level of proficiency unmatched by other providers in meeting the needs of the DNR abandoned vessel program.

2 Technical Proposals

2.1 During our initial site visit on 5/8/05 the following hazardous waste was present but may not be limited to:

Marine type D8 - 12 volt batteries

Blackwater Marine, LLC

Hydraulic fluid in lines
Oil in engines and lines

2.2

Prior to commencing work, a hazmat collection area will be established in a lined and bermed section of the deck barge. All hazardous materials will be collected and segregated in this section to prevent accidental spills and isolate it from the non-hazardous waste stream. Boom will be deployed around work area holding in the construction debris, loose flotsam, and any sheen that emanates from the vessels during the salvage operation. A stockpile of sorbent materials (4 bales each of sorbent sweep, pads, and sorbent boom) will be stock piled on scene to ensure that any release will be quickly responded to.

Upon arrival our staff will begin the process of removing the hazardous materials, trash, and scrap metal present on the decks and accommodation spaces. All hazardous wastes including fuel residue in the tanks and machinery spaces will be characterized, packaged for transport if needed, and shipped to appropriate recycling and disposal facilities. At a minimum this will include the disposal of diesel contaminated water, and hydraulic oil.

Lines, tanks, and equipment will be drained and flushed as needed to be clear of oil or hydraulic fluid prior to the demolition of the hull. A pump with 55 gallon drums will be utilized to access the tanks, machinery space and bilges to remove any liquid pollutants and store it for disposal if present.

All waste will be transported using appropriately licensed class C, B, or A DOT operators with the applicable Hazmat endorsement. All waste will be documented on a Hazardous Waste Manifest signed by the generator, the transporter, and the reception facility. All the Vac trucks and stake beds will have the proper placarding if required for transportation on the state highway system.

2.3 Destination of hazardous waste

All applicable solid waste hazmat will be consigned to ROMIC of Tacoma, WA for the generation of hazardous waste profiling and final disposal. Any batteries found on board will be delivered to Dyno Batteries in Seattle for recycling. All petroleum contaminated liquids (diesel, lube oil, hydraulic) will be tested for contaminants and transported to Foss Maritime terminal for recycling / reuse/ or disposal

2.4 Vessel demo

The contractors will utilize a 42' x 120' self propelled derrick barge with a 60 ton crane and MD300 excavator which they will spud down in front of the vessels. Crews will begin by locating and removing any hazardous materials and large loose debris that may obstruct or hinder vessel from being loaded onto barge. With the crane, the vessels that are capable of being removed in one piece will be loaded on the barge. The vessels that are more severely deteriorated will be removed with the excavator into 20yd containers. Once the barge, with the vessels are back in Seattle the remaining vessels will be crushed with the excavator and loaded into containers for transport to a landfill.

Blackwater Marine, LLC

2.5 Hauling debris

Upon return to the shipyard in Seattle, and vessels are loaded into containers each 20' container of debris will be loaded onto a roll-off truck. The boxes will be transported off site to an approved waste collection facility (Waste Management or Rabanco) for eventual internment in the class D landfill in Arlington, OR. The mixed waste debris (minus the recyclable metals and hazmats) will be weighed at the transfer station for accurate measurement of total materials delivered there. It is estimated that as much as 50 tons of material will require disposal, but any values less than that will be reimbursed to DNR if Option B is implemented.

2.6 Final destination of waste

The components of the vessel will be segregated to maximize environmental concerns while minimizing project costs. Although there may be some salvage value in the machinery and deck gear, it is assumed that its submergence in salt water makes these systems unreliable and therefore of questionable value. With that in mind, it is assumed that all material will be segregated as either a metal for recycling or other waste for landfill disposal.

The scrap metal will be segregated from the solid waste and delivered to Schnitzer Steel for recycling at no cost.

Remaining solid waste will be consigned to Waste Management or Rabanco in Seattle for internment as per section 2.6. Pricing and waste profiles have already been established with both facilities based on prior projects with similar scope.

2.7 clean up

Due to other vessels on the work site that are not to be removed the most effective way for the clean up of the beach after removal will be to take pre work photos of area at low tide and photos after completion of removal to determine and verify that any and all debris left are not from removed vessels. These photos will be available to DNR after job completion.

2.8 Plan of work

If awarded the winning position under the specification, the contractors will prepare a detailed Site Safety Health Plan, and initiate the required documentation for performance bonding and insurance coverage.

The project will involve the initial loading and mobilization of the work barges in Seattle Wa. This includes power saws, support skiffs, pollution boom, sorbent materials, MD300 excavator, 20yd containers and provisions for this multi day activity. The vessel will transit to Port Washington Narrows as tides allow and be in position the following day to commence removal operations. Using the crane crews will lift and remove, in one piece, vessels onto deck of barge. The more deteriorated boats will need to be loaded into containers using the excavator.

A pollution prevention team will install a primary boom around the boats as a layer of protection while the hazmat removal activities commence. A designated skiff with pollution

recovery equipment will be on station throughout the entire operations to immediately respond to any petroleum releases that occur during the project operations during a higher tide.

The fuel tanks, hydraulic lines and lube oil will be plumbed to pump any remaining petroleum into storage drums waiting on the surface. Crews will load any solid hazmats (oil drums, paint, batteries) into a wire basket that will be hoisted onto the support barge for storage in the segregated hazmat area. Crews will then place 16" web straps under the keel both fore and aft in preparation for lifting. The vessel(s) will then be picked up onto barge deck. Crews will conduct a final survey of the beach while picking up any stray materials that fell from the vessel. Photos will be made available to the WA DNR or other interested stakeholders as evidence of a completed job.

Once all material is off the beach the pollution boom will be removed and loaded onto the deck and the barges will lift their spuds in preparation for departure. The barges (with work crews on board) will continue to dismantle the hull and complete paperwork while underway back to Seattle. Once moored at the shipyard, using the excavator the vessel(s) will be crushed and loaded into containers and sent to the landfill, the recyclables will be donated to a receiving facility, the liquid hazmats will be donated to Foss Maritime for reprocessing, and any applicable household hazardous goods will be disposed of as per federal and state requirements.

2.9 Work Schedule.

The overall objective is to complete the project over a 4 day window when low tides are projected during daylight hours. The overall scope includes:

Day 1 – Mobilization and loading at the terminal. Transport of barge and vessels to work site in Port Washington Narrows.

Day 2 – hazmat removal, removal of loose deck rigging, and initial demolition.

Day 3 – rigging and lifting of vessel(s) on to deck of barge. Loading of vessel(s) with excavator into containers.

Day 4 – rigging and lifting of vessel(s) on to deck of barge. Loading of vessel(s) with excavator into containers. Conduct final survey. Depart for Seattle.

Day 5 – Arrive Seattle. Offload recyclables and hazmats. Demo and load vessel into dumpsters for disposal at designated facilities. Clean and sweep work area. Demobilize from work zone. Complete DNR paperwork.

2.10 cost changes

If there is a fourth boat to remove Blackwater marine will implement option B: for the cost changes occurred by labor hrs and disposal costs.

3.1 Management Proposal

The management structure of the project will be Project Manager George Lulham and project supervisor Gary Allen. The Blackwater crew will include 3 demolition laborers and pollution response personnel, vessel operator, an equipment operator, a dive tender, and a rescue diver.

3.2: Subcontractors on this project will include:

Blackwater Marine, LLC

- Solid waste disposal will be performed by Waste Management Inc. of Kirkland WA. (425) 481-6205
- Liquid waste disposal will be performed by Foss Maritime of Seattle Wa. (206) 281-3754
- Manifesting and disposal of hazardous waste by Romic Inc. of Tacoma Wa. (888) 242-8592
- Recycling of metals will be coordinated by Schnitzer Steel of Tacoma Wa (360) 838-0151
- Recycling of batteries by Dyno Batteries of Seattle, WA (206) 283-7450
- All other labor will be provided by NRC & Blackwater personnel. (800) 33-SPILL

4.1 Compliance Statements

Blackwater marine LLC has the necessary equipment and skilled personnel with experience in vessel demolition, hazardous waste disposal and transportation to complete the removal of the Port Washington Narrows Vessels within the designated period of the contract.

4.2

Blackwater will comply with the DNR invoice terms by providing a single invoice with a clear breakdown of the costs including, hazardous waste handling and disposal receipts, landfill disposal receipts, and receipts for ancillary costs.

4.3

Blackwater marine LLC will comply with the DNR insurance coverage and performance bond requirements. Blackwater marine LLC will deliver the proof of insurance and bonding within 10 business days of notification of successful bid.

5. Cost Proposal

While we have prepared pricing based on the Specification on the removal of 3 vessels. Should Blackwater marine be requested to remove the 4th vessel option B will be used. Please note the following assumptions we are making in relation to the work and our pricing:

- Waste and recyclable materials on the vessels are pre-existing to the work, and have not been generated by Blackwater marine. In managing these materials for DNR, Blackwater marine will not take generator liability or title to them.
- All laborers will be paid using the Labor and Industries Prevailing Wage scale for Pierce County.
- Our proposal is contingent on the negotiation and execution of a mutually acceptable contract to address the work.
- Should the project become impossible or impractical to complete because of permitting or other reasons, Blackwater marine shall be paid accordingly for all costs expended and committed, including reasonable profit margins.
- Pricing is contingent on non-interference with the work by others for whatever cause.
- We are assuming that no noise or working hour restrictions apply to our operations when conducted during typical business hours (0700-2100).

- 5.1 Total cost of work Option A: \$52,216.24
Total cost of work Option B: \$63,906.16

5.2	Itemized costs OPTION A:	
	Personnel Costs including lodging and per diem	\$21,340
	Equipment for demolition and support	\$18,226
	Subcontractor Costs	\$0
	Dangerous / Hazardous Waste Handling and Disposal	\$0
	Landfill & Transportation Costs	\$ 7,712
	Ancillary (yard, material, PPE, bonding)	\$ 981
	Tax Rate (8.2%) and Cost	\$ 3,957.24
	Valuable Materials	\$0
	<u>Total</u>	<u>\$52,216.24</u>

Itemized costs OPTION B:	
Personnel Costs including lodging and per diem	\$25,819
Equipment for demolition and support	\$23,211
Subcontractor Costs	\$0
Dangerous / Hazardous Waste Handling and Disposal	\$0
Landfill & Transportation Costs	\$ 8,941
Ancillary (yard, material, PPE, bonding)	\$ 1,092
Tax Rate (8.2%) and Cost	\$ 4,843.16
Valuable Materials	\$
<u>Total</u>	<u>\$63,906.16</u>

5.3 Valuable Equipment

Although there may be some salvage value in the machinery and deck gear, it is assumed that its submergence in salt water makes these systems unreliable and therefore of questionable value. With that in mind, it is assumed that all material will be segregated for disposal or recycling and there will not be any material whose resale value justifies the labor involved to find interested buyers.

6. Vessel Visit Verification

A vessel visit was conducted by George Lulham, and Malinda Lulham on 3/15/2005. Blackwater marine took the prudent steps of accurately bidding the job based on its true size and scope of work rather than relying on the photos and information given in the bid documents alone. DNR should take this additional information into consideration when assigning points to the bidder to avoid last minute change orders if based on low bid alone.

The Blackwater marine bid (Option A) is based on the specifications as per the Request for Proposals dated May 20, 2005. If upon award of the project both DNR and Blackwater marine confirm that the 4th vessel needs to be removed, Blackwater marine will request a change order to reflect the true scope of work and submit our Option B to cover the additional day of activities (Labor, equipment and disposal) needed.

Proposal

Removal and Disposal of Three or Four Vessels at Port Washington Narrows



Submitted by:
Global Diving & Salvage, Inc.
3840 West Marginal Way S.W.
Seattle, WA 98106
(206) 623-0621



May 20, 2005

Washington State Department of Natural Resources
Aquatic Resources Division
950 Farman Ave.
Enumclaw, WA 98022
Attn: Melissa Montgomery

Re: Removal and Disposal of Three or Four Vessels at Port Washington Narrows

Ms. Montgomery,

Global Diving & Salvage, Inc. is pleased to submit the following removal and disposal plan with associated costs for your consideration. Global feels we are the most qualified marine services contractor to perform the work as described, due primarily to our extensive vessel removal/hazardous materials recovery experience. Global has studied this project in great detail, and feel that we have created a proposal which is the best combination of safety, cost, pollution prevention, salvage, demolition, disposal, and hazardous material tracking. As you know, with projects of this magnitude, experience and preparedness are paramount for success; we bring both to the table.

Global acknowledges that the project is subject to prevailing wages, and Global can submit certified payroll as required for the project. We will also submit a performance bond for the project upon awardance (cost included in the proposal). Finally, Global will submit a certificate of insurance to confirm our ability to provide the necessary insurances.

Additionally, Global attests that we are familiar and comply with all applicable international, federal, state, and local laws and regulations dealing with health and safety, marine operations, waste disposal, and hazardous waste management.

We look forward to working with the Department of Natural Resources should we be selected. Thank you for your consideration.

Respectfully Submitted,

Kyle Watson
Manager, Marine Environmental Operations
Global Diving & Salvage, Inc.

1. Company Information


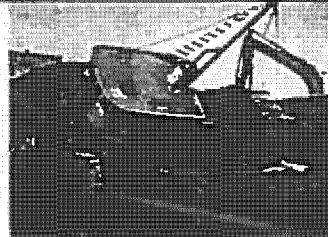
1.1. Global Diving and Salvage, Inc.
3840 West Marginal Way, S.W.
Seattle, WA 98106

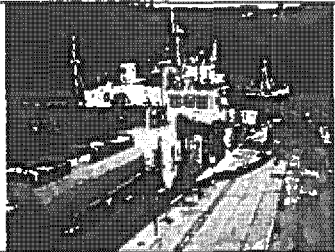
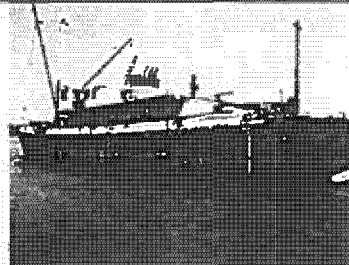
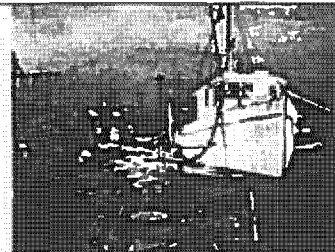
Telephone: (206) 623-0621
Fax: (206) 932-9032
www.gdiving.com

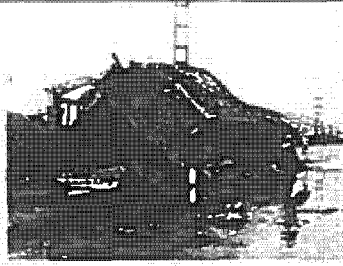
FTIN: 91-1107-754
UBI: 600-346-895
Contractor Registration Number: GLOBADS 176 JM

1.2. Kyle Watson
Project Manager
(206) 623-0621 office
(b) (6) cell
kwatson@gdiving.com

1.3. Previous Experience in Vessel Salvage/Disposal

<i>Derelict Vessel Disposal Project</i>		
<i>Client:</i> Washington State DNR <i>Contract No.:</i> DVC 05-194 <i>Contract Title:</i> Derelict Vessel Demolition and Disposal <i>Contract Type:</i> Lump Sum <i>Contract Value:</i> \$5,400.00 <i>Period of Performance:</i> 3/05 <i>Major Subcontractors:</i> Evergreen Boat Transport	<i>Program Manager (client):</i> Mr. Rick Mratz (360) 902-1574	
<i>Description and Relevance:</i> Global was contracted to demolish and dispose of the two un-named vessels at the Port of Olympia, WA. Both hazardous and non-hazardous materials were identified and waste-streams were developed prior to commencing demolition. A pre-demolition survey was completed to highlight safety and spill hazards, along with the general physical conditions onboard the vessel. Hazardous materials were segregated for appropriate disposal and/or recycling. Global maintained a supply of oil spill pads on site for immediate cleanup of any spilled hazardous materials. The vessels were transported to the Thurston County Landfill intact, and then demolished at the landfill.		
<i>Derelict Vessel Disposal Project</i>		
<i>Client:</i> Washington State DNR <i>Contract No.:</i> PA 03-003A <i>Contract Title:</i> Derelict Vessel Demolition and Disposal <i>Contract Type:</i> Lump Sum <i>Contract Value:</i> \$16,000.00 <i>Period of Performance:</i> 3/04 <i>Major Subcontractors:</i> Peninsula Sanitation Service	<i>Program Manager (client):</i> Ms. Sarah Wilson (360) 902-1574	
<i>Description and Relevance:</i> Global was contracted to demolish and dispose of the F/V <i>Ivanhoe</i> at the Port of Ilwaco in Pacific County, WA. Both hazardous and non-hazardous materials were identified and waste-streams were developed prior to commencing demolition. A pre-demolition survey was completed to highlight safety and spill hazards, along with the general physical conditions onboard the vessel. Hazardous materials were segregated for appropriate disposal and/or recycling. Global maintained a supply of oil spill pads on site for immediate cleanup of any spilled hazardous materials.		

<i>Derelict Vessel Lightering Project</i>		
Client: United States Coast Guard Contract No.: S04014 Contract Title: Removal/disposal of oil or hazardous materials Contract Type: Time & Material Contract Value: \$32,000 Period of Performance: 2/03 Major Subcontractors: None	Program Manager (client): Lt. Tedd Hutley (206) 217-6164	
Description and Relevance: Global was contracted to identify the discharge and remove fuel from the derelict vessel Jyhshen No. 36, which was moored at the barge storage near Browns Point, Tacoma, WA. Global's crew found the source of the discharge, and quickly ballasted the vessel to stop the source. Global then systematically began to remove old fuel from the vessel, which had over 25 different tanks. Over 14,000 gallons of diesel and hydraulic oil was pumped out the tanks without compromising the integrity of the vessel. The vessel was then dewatered as low as possible, and left moored at the barge storage.		
<i>Derelict Vessel Removal and Disposal Project</i>		
Client: City of Tacoma Contract No.: N/A Contract Title: Removal and Disposal of "Victoria M" Contract Type: Lump Sum Contract Value: \$110,000 Period of Performance: 11/03 Major Subcontractors: Dunlap Towing	Program Manager (client): John O'Loughlin (253) 502-2108	
Description and Relevance: After the City of Tacoma gained legal custody the 140' wooden hull vessel, Global was found to be the most qualified marine contractor to effectively and efficiently remove any remaining hazardous materials onboard the vessel and dispose of it in the most cost effective manner. Global crews performed the work, and due to extensive asbestos located throughout the vessel, the vessel was scuttled 40 nautical miles offshore from Cape Flattery, WA. The Ocean Dump Permit was executed quickly and the disposal was performed under the United States Coast Guard and the United States Environmental Protection Agency.		
<i>Vessel Removal Project</i>		
Client: Washington State Department of Natural Resources Contract No.: PA03-003 Contract Title: Removal of Vessel "Ivanhoe" Contract Type: Time and Materials Contract Value: \$50,000 Period of Performance: 11/03 Major Subcontractors: None	Program Manager (client): Sarah Wilson (360) 902-1574	
Description and Relevance: Raising and removal of 60' fishing vessel Ivanhoe after it sank at its moorage at the port of Ilwaco, WA. Global crews utilized lift bags to move the vessel out from under its dock to mitigate further damage, and then began preparations to cofferdam the vessel for eventual raising. The vessel was raised without any further damage to its structure, enabling the potential for commercial value to be retained. Global was also responsible for all pollution mitigation during the salvage. The successful salvage was accomplished under the projected budget and schedule.		

<i>Derelict Vessel Removal and Disposal Project</i>		
Client: Washington State Department of Natural Resources Contract No.: DNR03-E04 Contract Title: Removal of Derelict Vessel "Holiday" Contract Type: Lump Sum Contract Value: \$47,000 Period of Performance: 3/03 Major Subcontractors: ACC Hurlen, LaMay Enterprises	Program Manager (client): Nancy Lopez (360) 902-1864	
Description and Relevance: Removal of sunken 67' wood hull pleasure cruiser in Budd Inlet, Olympia, WA. Dive crews surveyed the vessel for integrity and set slings to lift vessel off bottom and set onto deck for demolition and final disposal of CDL. Emphasis was made on raising the vessel intact, which was accomplished successfully. Prior to transportation and disposal at an approved landfill, Global sampled the CDL for lead to ensure within allowable limits. Additionally arranged for limited site security as vessel was considered an attractive nuisance.		

Global Diving & Salvage, Inc. submits these six projects as the most recent examples of our capability to safely and effectively salvage, handle and dispose of a vessel and its ancillary gear, including hazardous materials. Global can supply more projects which reveal our experience in vessel demolition and material handling upon request.

2. Technical Proposal

2.1. See Item 2.3

2.2. Global will have a 21' Boston Whaler on scene during the salvage operation. The boat will be operated by a two person environmental crew, and will be stocked with sorbent materials. Any spills will be responded to immediately. Additionally, Global will have a 20' environmental response trailer with additional oil spill supplies including containment boom, additional sorbents, storage, PPE, and other necessary gear staged at the Lion's Park Boat Launch, located on the opposite side of the narrows from the job site.

2.3. Global submits the following preliminary list of potential hazardous wastes, based on our site visit dated May 13, 2005.

Potential hazardous waste	Proposed waste handling procedure	Proposed final destination
Lead in paint	Diminimus quantities; will be disposed of as CDL	Eastmont Recycling Center
Diesel Fuel or Gasoline	Fuel found onboard the vessel will be pumped into hazmat barrels before the vessels are transferred to the landfill. Inventory will be kept by sounding each barrel in inches using water and fuel finding paste. Inches of fuel and water will be logged.	Marine Vacuum Service
Batteries	Any batteries found will be transloaded into overpacks. A physical count of batteries will be made and logged before sealing the overpacks.	Eastmont Recycling Center

2.4. Please see the table above for proposed final destinations of dangerous/hazardous wastes.

2.5. Proposed Method of Vessel Salvage, Demolition, and Disposal:

Global Diving and Salvage will complete this project in three phases.

The first phase will consist of removing two or three vessels from the beach by floating the vessels at high tide using lift bags. The lift bags will be positioned around the vessel at low tide without the use of divers. The crew will return at high tide and inflate the lift bags. Once the gunwale is above the water, pumps will be used to enhance the buoyancy of the vessel. Once the vessels are stable they will be towed to Lion's Park where they will be removed from the water using Associated Boat Transport. The vessels will be removed at a rate of one vessel per day for a total of two or three days depending on if the option vessel is included. The vessels will be hauled to LRI Landfill in Graham, WA where they will be unloaded and demolished. The landfill has been contacted and has agreed to receive the vessels in whole condition.

As a contingency, if the vessels are unable to be transported by Associated Boat Transport due to the dilapidated condition, the vessels will be yarded into the parking lot for demolition using an excavator. The cost of this contingency is included in our cost.

Phase two will consist of demolishing the fourth vessel (one of the mandatory three), which is the vessel with the port hull that has been partially removed. The condition of this vessel is such that floating with lift bags is not an option. Therefore Global will demolish the vessel on sight. Global will tow a 40' construction barge to the work site. The barge will be loaded with an empty 30' drop box dumpster. The vessel will be cut into manageable pieces and will be loaded into the dumpster. The loaded dumpster will be delivered to Seattle where it will be removed from the barge and transferred to the Eastmont Transfer Station for disposal. The worksite will be free from all debris prior to project closure.

2.6. Proposed Method of Hauling/Transportation of Debris

The two or three vessels that are to be floated and removed from the water at Lion's Park will be hauled by Associated Boat Transport to LRI Landfill in Graham, WA. The one vessel that cannot be floated will be demolished at the site and will be loaded into a roll-off dumpster on a construction barge. The roll-off dumpster will then be towed to Seattle and removed at General Construction's yard on the Duwamish waterway where it will be loaded onto a chassis for delivery to the Eastmont Transfer Station.

2.7. Proposed Final Destination of Non Hazardous Materials

Two or three vessels (construction debris, wood waste, miscellaneous garbage and potentially small quantities of scrap metal) will be disposed of at LRI Landfill in Graham, WA and one vessel will be disposed of at Eastmont Recycling Center in Seattle, WA.

2.8. Plan of Work

- Perform survey of vessel to establish final inventory of materials, both hazardous and non hazardous, and develop waste streams as well as determine integrity of the hulls
- Rig two or three vessels for lift bags
- Float two or three vessels and tow to Lion's Park Boat Launch for removal.
- Haul two or three vessels to LRI Landfill in Graham, WA.
- Demolish one vessel on site and load into roll-off box for delivery to Eastmont Transfer Station.
- Have 21' Whaler on scene during removal to recover any spilled product
- Perform final inspection of site to ensure demolition location returned to prior condition

2.9. Work Schedule

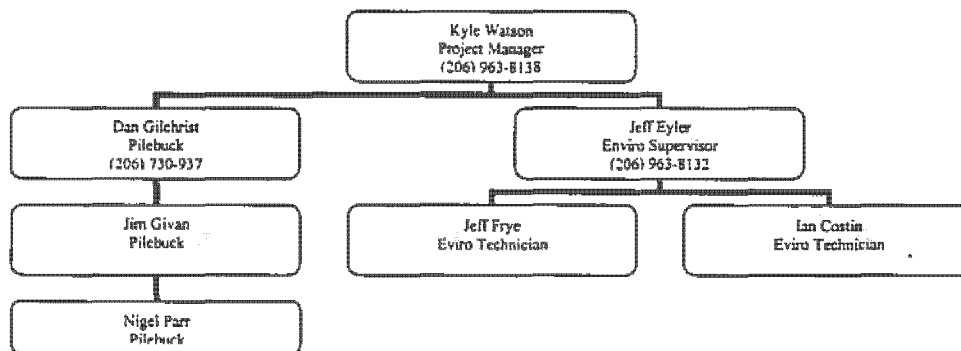
Global submits that the salvage, demolition, and disposal of the vessel will occur within the timeframe pursuant to the Department of Natural Resources' requests. We anticipate one day on site to rig vessels with liftbags, two or three days on site to remove two or three vessels, and one day to demolish the boat that can't be floated. Having studied the tide tables for Port

Global Diving & Salvage, Inc.

Washington Narrows, Global proposes starting the project on Monday June 6, 2005. A high tide is required for floating the vessels, and the tide tables indicate that floating vessels on the evening of June 6-8 are the only daylight extreme high tides during the month of June. If the contract is not issued in time to schedule the work for this timeline, the performance period may exceed June 24th, but would be completed at the next available daylight extreme high tide, which is at the end of June.

3. Management Proposal

3.1. Global proposes the management structure to allow for the following:



Global will have 2 personnel onsite during the lift-bag rigging phase, 4 personnel onsite during the floating and towing phase, and 2 personnel onsite during single vessel demolition phase. They will perform all onsite duties including field operations and site safety. Kyle Watson will submit all receipts and invoicing, as well as contract closure.

3.2 Global submits the following subcontractors:

Associated Boat Transport
15209 39th Ave NE
Marysville, WA 98271
(360) 651-1300

LRI Landfill
(253) 847-7555

Marine Vacuum Service
1516 South Graham Street
Seattle, WA 98108

Sea-Tac Industries
6701 Fox Ave. South
Seattle, WA 98108

4. Compliance Statements

- 4.1. Global has the available personnel and equipment to complete the work within the designated period of the contract; the work will be completed prior to June 24, 2005 contingent on adequate tidal conditions. In addition, the subcontractors listed for transportation and rental equipment have also been contacted, and they will conform to our schedule.
- 4.2. Global will comply with the Department of Natural Resources' proposed payment and invoicing terms. All invoices will show a clear breakdown, and all waste and disposal receipts will be provided.
- 4.3. Global currently has insurance coverage in excess of the contract's requirements, and will maintain that coverage throughout the duration of the contract. Global will submit a certificate of insurance, and will file a performance security bond within 10 days of notification of the successful bid. Finally, Global acknowledges that the project is subject to prevailing wages, and will file accordingly.

In addition, Global personnel are in compliance with the 40 hour HAZWOPER training requirements including the annual 8 hour update. All Global personnel are First Aid/CPR qualified.

Waste management procedures and requirements are contained in Dangerous Waste Regulations (Chapter 173-303 WAC). The Dangerous Waste Regulations also apply to other wastes and are more stringent than Federal Hazardous Waste Regulations (40 CFR, Parts 261 to 279).

Petroleum products such as bunker, diesel and kerosene generally do not designate as dangerous waste. Recovered oily liquids and other materials contaminated by oil that do not designate as dangerous waste may be recycled, burned or blended for fuel, without following the requirements of hazardous waste. Recovered oily liquids may be managed as "off specification fuels" under the exemption in the dangerous waste rules, as long as it is used as fuel. Recovered oily liquids and other materials contaminated by oil that cannot be recycled, burned, or blended for fuel are considered solid waste.

5. Cost Proposal

5.1. Total cost of all work: Option 1	\$37,034.29
Option 2	\$30,382.15

5.2. Itemized Cost

Option 1 (4 Vessels)

Personnel/Labor	\$ 15,960.00
Subcontractor	\$ 4,589.65
Owned Equipment	\$ 8,284.00
Hazardous Waste Handling/Disposal	\$ 0.00
Landfill	\$ 4,375.00
Performance Bond	\$ 830.22
WA Tax	\$ 2,995.42

Option 2 (3 Vessels)

Personnel/Labor	\$ 13,192.00
Subcontractor	\$ 3,251.43
Owned Equipment	\$ 7,050.25
Hazardous Waste Handling/Disposal	\$ 0.00
Landfill	\$ 3,750.00
Performance Bond	\$ 681.09
WA Tax	\$ 2,457.38

5.3 Valuable Materials

Based on our site visit, Global has found no items of significant value, and does not intend to keep any items for credit. However, upon removing the vessels, if any items are found that are of value, Global will work with DNR to establish an agreeable value for credit.

May 26 05 10:13p

Michelle Harvey

360-765-3463

P.2



PO Box 1732
Port Townsend, WA 98368
email: mharvey@olypen.com
Toll Free: (866) 765-3032
Fax: (360) 765-3463

May 26, 2005

Department of Natural Resources, Wa State
Aquatic Resources
Melissa Montgomery
950 Farman Ave,
Enumclaw, WA 98022

fax 253-926-8956 phone 797-5146
melissa.montgomery@wadnr.gov

Re: Removal and Disposal Proposal @ Pt Washington Narrows

This is an addition to the original proposal as requested by Melissa to explain in more detail regarding the movement of the boats from the water line to the hard packed ground.

Technical Proposal

2.4 - Per Dan Ryan, representative for Hydro Tech who surveyed the project site, he does not recall there being a potential problem or obstacles in dragging the boat hulls off the beach and up to the drive-able ground. It was mentioned by Melissa that there may be pilings between the boats and the disposal point creating an obstacle to maneuver the boat debris around. If there is an obstacle then we are prepared to use nylon straps and snatch blocks to pull the boats around the obstacle. There are ample trees around that we could use as anchors for the snatch blocks. 2" nylon straps will prevent damage to the trees. It is estimated that the water logged hulls weigh 10,000-12,000 lbs. After the majority of the cabin and deck are stripped away the remaining hull will be considerably lighter and should slide across the ground without problem. The batteries will be disposed at Kitsap County Hazardous Waste Disposal.

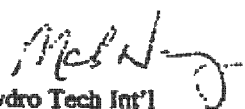
Cost Proposal

The following cost proposal for services includes taxes.

Bid	\$17,300
Taxes (.084)	\$ 1,453
Total	\$18,753

Please ensure this page accompanies the original proposal submitted.

Thank you for the opportunity to submit our proposal for DNR, WA. We look forward to the chance to work for you.


Hydro Tech Int'l
Marcus Harvey

May 22 05 09:49p

Michelle Harvey

360-765-3463

P. 2



Contact: PO Box 1732
Port Townsend, WA 98368
Toll Free: (866) 765-3032
Fax: (360) 765-3463
Email: mharvey@hydrotech.com

The following is a proposal for Department of Natural Resources, WA State. The project is to remove and dispose of (4) 35' wooded pleasure type boats from the tide zone in Bremerton along Port Washington Narrows.

Due at 5:00 pm May 20.

Company Information

1.1 - Hydro Tech International, Port Townsend, WA 98368
Commercial Diving and Marine Services
Sole Proprietorship

1.2 - Contact: Marcus Harvey, Project Manager

mharvey@hydrotech.com
(360) 765-3463 ph / fax
(361) 941-1925 cell

1.3 - No prior experience contracting for Salvage / Disposal of derelict vessels. I am familiar with the process of vessel demolition and construction of boats.

Technical Proposal

2.1 - Hazardous waste identified on vessels: Potentially motor oil inside the engines. There are 2 engines per boat. The motor oil will not be a spill hazard as long as the engines are not taken apart. We have no reason to disassemble the engines and expose the oil.

2.2 - Handling of hazardous waste: Engines will be removed from the boat hulls and hoisted onto a truck for recycling. Oil will be drained as necessary at the recycling yard and disposed.

2.3 - Final destination of hazardous waste shall be Kitsap County Hazardous Waste Disposal, Bremerton 360-337-4631.

2.4 - Method of demolition and equipment used: Upon our inspection of the vessels to be removed we found the wood to be in an advanced state of deterioration. Demolition shall be a manual combination of pry bars, sledge hammers, and heavy wood saws. The debris shall be moved off the beach using a 10T forklift that will be provided by the leasee of the property. Distance that debris must be hauled is approximately 60'. Each vessel has twin gas powered engines which will be separated from the wood debris and scrapped at a steel recycle yard.

2.5 - Debris shall be moved using a forklift and deposited into a 20' x 6' waste removal container provided by Kitsap Waste Management and hauled by Kitsap Waste Management (800-592-9995) to the Olympic View Transfer Station in Bremerton (360-674-2297).

2.6 - Upon our inspection of the vessels we found no visible signs of hazardous waste. Fuel tanks have been removed and the bilges have long been washed clean of any oily residue. Any potential waste would be motor oil still inside the engines. Careful, upright removal of the engines will prevent any spillage of this oil. Oil that is recovered shall be disposed of at an approved waste oil disposal point at the Kitsap County Hazardous Waste Disposal, Bremerton.

2.7 - Any and all debris or waste shall be picked up and removed from the site so that a natural environment remains. Of course the surface soils will be disturbed by our presence and our intent would be to remedy this disturbance by minimizing our impact and returning the area to a landscape better than when we arrive.

May 22 05 09:50p

Michelle Harvey

360-765-3463

p. 3

2.8 - Plan: We shall arrive on day one to begin taking apart the wooden boat hulls and piling the wood debris above the high tide line. This will be accomplished with wood saws and prybars thus eliminating larger equipment on the beach. With most of the boat demolished and the engines still resting on the motor mounts we will drag the aft portion of the boats up to within reach of the forklift. The engines will be picked out of the boat mounts and set on a truck for hauling to a steel scrap yard and the wood debris will be picked up and put into the disposal container and trucked to the landfill site. Once all scrap is removed from the beach, the soil will be smoothed and left in a natural condition with no trace of the removal process.

2.9 - We believe we can accomplish this project in 8 days or less. Our schedule would be preferred M-F 0700-1700. We will have no problem scheduling this project in June 6-17.

2.10 - We assume two days to remove each boat, so the above time estimate includes the fourth boat. The cost of removing the 4th boat is: \$ 3,700

Management Proposal

3.1 - Management for this project includes Marcus Harvey, sole proprietor of Hydro Tech Int'l and site supervisor. Personnel include 3 workers to demolish and remove the boat debris. Operator for the forklift will be the owner of the forklift and will be hired hourly for his time.

3.2 - No subcontractors will be needed or used

Compliance Statements

4.1 - I hereby declare that Hydro Tech Int'l has the manpower and resources to start and complete the project as described by Washington State Department of Natural Resources to demolish and remove 3-4 wooden pleasure boats located in tidal zone. All work, as described in project proposal, shall be performed with utmost care for safety of persons and care for the environment.

Marcus Harvey

Signed Marcus Harvey Date 5-20-05

4.2 - Payment terms as described by DNR, to be paid within 30 days of receipt is acceptable. Invoice: shall be submitted with a clear breakdown of handling and disposal costs to include receipts.

Marcus Harvey

Signed Marcus Harvey Date 5-20-05

4.3 - I hereby declare the following insurance will be in affect for the beginning and duration of the project described.

Commercial General Liability for \$1,000,000

Wa State Workers Compensation

Business Auto Liability for \$1,000,000

Environmental Impairment and Pollution Liability is an insurance that HydroTech is unwilling to secure due to the extremely high cost factor and ongoing premiums. This disposal project doesn't fit this excessive requirement.

Marcus Harvey

Signed Marcus Harvey Date 5-20-05

May 22 05 09:50p

Michelle Harvey

360-765-3463

p. 4

Cost Proposal

5.1 - Total bid price: \$17,300 (including all 4 boats)

5.2 - Itemization of Costs:

wages	\$ 4800
hazardous waste handling	\$ 480
disposal costs	\$ 1500
tool and equipment rental	\$ 1200
permits and insurance	\$ 500

5.3 - The contractor does not wish to keep any items.

Vessel visit Certification

6.1

I hereby declare that the vessels and site were visited by Dan Ryan, a representative of Hydro Tech Int'l, on May 15, 2005. It was determined by Dan that the only potential hazardous waste in or on the vessels is contained inside the engines and any spill hazard is very unlikely.

Marcus Harvey

Signed



Date

5-20-05

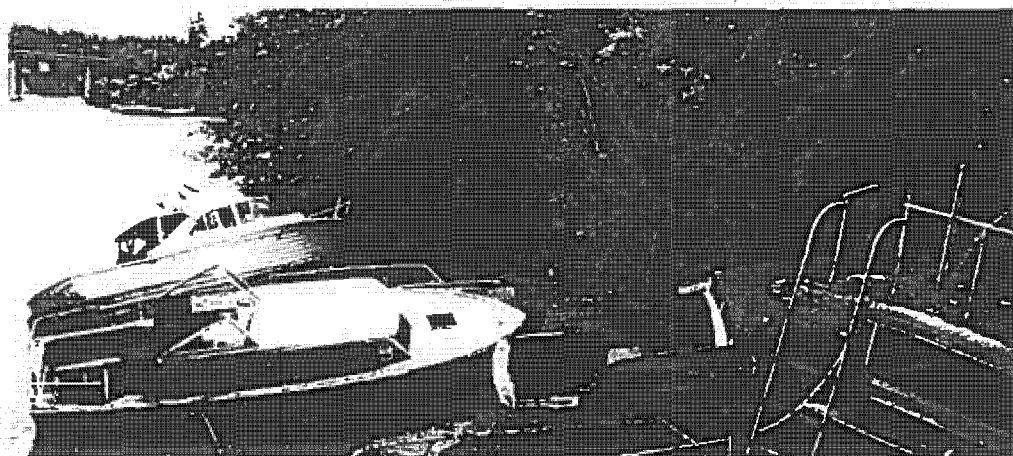
Marcus Harvey



Founder / Operations Manager

NRC

ENVIRONMENTAL SERVICES



**Proposal for Services
Transport and Disposal of
Three to Four Unnamed Vessels**

DVRP Vessel ID#

KP05-004

Prepared for:

WA Dept of Natural Resources

May 20, 2005

Submitted by:

NRC Environmental Services Company

REQUIRED ELEMENTS

1.0 Company Information

1.1 Contractor Business Name

NRC Environmental Services (NRCES)
20500 Richmond Beach Dr NW, Seattle, WA 98177
W: (206) 546-7150 Fax: (206) 546-7170 Toll Free: (800) 33-SPILL
www.nrces.com
Federal Employer Tax ID #91-1572532
EPA generator # WAH000004549

1.2 Contacts

Project Manager, Tom Hallgren
Work (206) 546-7150 Cell: (b) (6)
E-mail thallgren@nrces.com

1.3 Previous Work Experience

NRCES is highly experienced in demolishing and disposing of vessels with a wide range of types and sizes. Our prior experience in projects such as the US Coast Guard funded scuttling of the M/V Enchantress, the salvage of the F/V Lucky Buck, and the response to the 30+ vessels at the two Seattle Marina fires. This includes the dismantling and disposal of three 40 foot burned vessels in January 2004 with separate cost accounting and waste disposal for each separate insurance provider and marine surveyor. NRC was chosen over the other bidders due to our environmental stewardship and diligence to regulatory concerns. Recently we completed the demolition and disposal of the F/V Cathy Ann in November of 2003 under the purview of WA DNR and RCW 79.100. Through these recent projects, NRC has gained a level of proficiency unmatched by other providers in meeting the needs of the DNR's abandoned vessel program.

2.0 Technical Proposals

2.1 List of Hazmats and quantities noted during site visit May 16, 2005

There are no apparent solid hazardous materials in or on vessels. There may be some fuel remaining in vessel tankage.

2.2 Waste Handling Procedures

The fuel tanks that maintain structural integrity and do not have free communication with the sea will be evacuated using a two inch peristaltic pump. The liquid waste will be contained in 300 gallon Department of Transportation (DOT) approved tanks or 55 gallon DOT approved drums whichever is appropriate for the quantity of the received product. All waste will be transported using appropriately licensed class C, B, or A DOT operators with his or her applicable Hazmat endorsement. All waste will be documented on a Hazardous Waste Manifest signed by the generator (or an agent of the generator), the transporter, and the reception facility. All the Vacuum trucks and work trucks will have the proper placarding if required for transportation on

NRC Environmental Disposal Bid.
3 to 4 Unnamed Vessels
Port Washington Narrows Tidelands

the state highway system. Based on the working area, weather and other factors, the level of PPE may be increased or decreased depending on existing conditions.

2.3 Final Destination of Hazardous Waste

All petroleum contaminated liquids (gasoline, lube oil) will be transported to PRS Group Inc. (PRS) in Tacoma WA for recycling and disposal.

2.4 Method of Vessel Demolition

The demolition of the vessels will be accomplished to maximize environmental concerns while minimizing project costs. A 400 ton deck barge and assist vessel will mobilize to the site. Aboard will be a 35 ton crane, clam shell bucket and various lifted straps. Along with two or three, 48 foot sealed intermodal transportation containers. The containers will be placed on a bermed 10 mil visqueen liner. On the barge will be an ample supply of absorbent material. Once the barge is in place it will be fully encapsulated in containment boom. There will be support vessel available throughout the project to retrieve any floatable or entanglements that may enter the water during the lifting process. Due to the condition of the vessels it is unlikely that the boats can be safely lifted in one piece to the awaiting barge. An assessment will be made on a boat by boat basis. In the event that some or all of the vessels cannot be lifted in one piece they will be "clam shelled" into the awaiting storage/ transportation containers.

The operation may need to be accomplished in the high tide cycles.

2.5 Method of Hauling/Transporting Debris

The vessels will be transported to the Foss Maritime Company (FMC) terminal in Seattle, WA. Once the barge is berthed, the intermodal containers will be removed and transported to Waste Management for rail shipment.

2.6 Final Destination of Non-Hazardous Materials

The containerized vessels will be transported by rail to Columbia Ridge Landfill in Arlington, OR, an approved waste collection facility for eventual internment in the class D landfill. It is believed that this is the most cost effective means of disposal.

2.7 Clean up Procedures for Current Beach Location

The beach will be surveyed and policed for demolition debris at the end of each shift. After all vessels are removed a final walk through will be performed and all remnants of scrapped vessels will be removed.

2.8 Plan of work

Upon receipt of the notice to proceed, NRCES will mobilize equipment, resources and staff to the project location. This will take an estimated two to three days depending on weather, current, and tidal conditions. Arriving on site, access will be accomplished during the high tide cycle and soon after the demolition will commence. The demolition is expected to last two days. After completion of project, demobilization will begin and will take three days to complete.

Availability of resources and the status of this endeavor will be closely monitored by the project manager to minimize costs while meeting DNR deadlines.

2.9 Work Schedule.

The overall objective is to begin work Tuesday May 31st, 2005 and complete by Friday June 24th, 2005. While a detailed schedule is not possible to determine given the unknowns in this proposal, a nominal and simplified schedule can be presented for discussion. It is believed the project will take two days to complete. If awarded this proposal a detailed schedule will be forwarded to the DNR representative.

2.10 Changes in Cost with Addition of Fourth Boat

With an one additional container for transport/disposal	\$1,912.92
Labor	\$2,500.00
Equipment	\$700.00
Total	\$5,112.92

This price quote is only for demolition of vessel and transport/disposal. If mobilization and demobilization is required, the cost of the fourth boat will be considerably higher.

3.0 Management Proposal

3.1 Management Structure for the Project

The management structure of the project will be Project Manager Tom Hallgren. The crew will include two vessel operators and two deck hands. A crane operator, rigger and two laborers. The above personnel will include a DOT class "A" driver for transportation of intermodal containers to the Union Pacific Rail Yard.

3.2 Subcontractors on this project will include:

- Liquid waste disposal will be performed by PRS. (253) 383-4175
- Manifesting and disposal of liquid hazardous waste by PRS of Tacoma WA
- Lightweight Marine Transportation (360) 376-2257.
- Foss Maritime Company (206) 281-3800
- Recycling of metals will be coordinated by Joseph Simon and Sons of Tacoma, WA (253)272-9364
- Recycling of batteries by Budget Batteries of Tacoma, WA (253) 922-3737
- All other labor will be provided by NRC personnel. (800) 33-SPILL

4.0 Compliance Statements

4.1 Dates of work

NRCES has the necessary equipment and skilled personnel with experience in vessel demolition, hazardous waste disposal and transportation to complete the demolition of the vessels within the time allowed per the contract.

4.2 Payment Terms

NRCES will comply with the DNR invoice terms by providing an invoice with a clear breakdown of the costs including, hazardous waste handling and disposal receipts, landfill disposal receipts, and receipts for ancillary costs. NRC will also assume storage costs if the project is not completed by June 24, 2005.

4.3 Required Insurance Coverage's

NRCES will comply with the DNR insurance coverage and performance bond requirements. We will deliver the proof of insurance and bonding within 5 business days of notification of successful bid.

5.0 Cost Proposal

While we have prepared pricing based on the Specification, we consider the likelihood of significant departures from the scope of work to be a reality. Should NRCES be requested to complete work that is outside of the information in the specification, change orders will need to be negotiated with DNR as fair compensation for additional costs. Please note the following assumptions we are making in relation to the work and our pricing:

- Waste and recyclable materials on the vessels are pre-existing to the work, and have not been generated by NRCES. In managing these materials for DNR, NRCES will not take generator liability or title to them.
- All labor will be paid using the Labor and Industries Prevailing Wage scale for Kitsap County dated 3/3/2005.
- Our proposal is contingent on the negotiation and execution of a mutually acceptable contract to address the work.
- Should the project become impossible or impractical to complete because of permitting or other reasons, NRCES shall be paid accordingly for all costs expended and committed, including reasonable profit margins.
- Pricing is contingent on non-interference with the work by others for whatever cause.
- We are assuming that no noise or working hour restrictions apply to our operations when conducted during typical business hours (0700-2200).
- Pricing is subject to the availability of storage and disposal facilities, which we are told are available at the time of this proposal.

5.1 Total cost of work **\$33,754.55**

5.2 Itemized costs:

Personnel Costs	\$7,056.00
Equipment for demolition and support	\$3,707.00
Subcontractor Costs	\$13,000.00
Dangerous / Hazardous Waste Handling and Disposal	\$255.00
Landfill costs	\$3,988.40
Ancillary (yard, material, PPE, bonding)	\$3,018.00
Tax Rate and Cost 8.8%	\$2,730.15

5.3 Valuable Equipment

Although there may be some salvage value in the machinery and deck gear, it is assumed that its submergence in salt water makes these systems unreliable and therefore of questionable value. With that in mind, it is assumed that all material will be segregated for disposal or recycling and there will not be any material whose resale value justifies the labor involved to find interested buyers.

6.0 Vessel Visit Verification

A vessel visit was conducted by Tom Hallgren of NRCES on May 16, 2005. The verification slip is attached.

State of Washington
Department of Natural Resources
Salvage Proposal
Prepared by

Ballard Diving & Salvage, Inc.

Ballard Diving & Salvage, Inc.
1525 NW Ballard Way
Seattle, Washington 98107
Voice: 206 782 6750
Fax: 206 782 8944
E Mail Divers@Ballarddiving.com
Date; May 19, 2005
Contact: Bob Rouleau

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Introduction;

The following is a response to your request for a proposal to salvage the three or four vessels located on the Port Washington Narrows tideland between the Thompson Dr. and Pennsylvania Ave street ends. This area is adjacent to Penn Plaza Self Storage at 1725 Pennsylvania Ave, Bremerton, Way 98337.

The following proposal outlines our proposed method of salvage and associated costs and includes your outlined proposal components.

Scope of Work

The scope of work is summarized as follows:

1. Remove and dispose of three vessels, names unknown, Washington Registration numbers WN 6992-K and two with unknown registration number and may include a fourth vessel with Washington Registration number WN 6090JB (if this vessel is not removed by its former owner). vessel in accordance with all applicable regulations
2. Non hazardous waste streams must be identified, segregated and disposed of in accordance with federal and state laws
3. We will be responsible for identification and disposal of dangerous and hazardous materials found on-board and ensure containment of such substances to the immediate vicinity of the work area.
4. The four vessels are each approximately 35 feet long, of wood construction in various state of deterioration.
5. We understand the Contractor is responsible for negotiation any necessary access or use with Penn Plaza Self Storage and / or for obtaining a Right of Way permit from the City of Bremerton for use of the street end. DNR will obtain other necessary permits including the Hydraulic Project Approval from the Washington Department of Fish and Wildlife.
6. Work must be completed by June 24, 2005.
7. If contaminants are found on board, the area will be boomed to contain any spills

Valuable Materials

Your proposal requests that we identify any items or equipment found on the vessel that may have monetary value. In accordance with your proposal, both the contractor and DNR must agree to the value of any items sold or kept. Such documentation shall be in writing. This inventory can be taken as partial payment of services rendered to DNR under this contract.

Related Contract Provisions

It is our understanding that we are required to pay prevailing wages to our workers, file a performance security bond and purchase and supply proof of necessary insurance. Ballard Diving & Salvage carries L & I, US L & H, Jones Act or MEL insurance, Commercial General Liability, Protection and Indemnity Insurance, Environmental Impairment and contractors Pollution Insurance and finally Marine Vessel Pollution Liability Insurance. As well, we carry owned and non-owned automobile insurance to or exceeding the limits as outlined in your proposal.

All of these points have been reviewed by our broker, International Special Risks Insurance of Boston, Mass and we have been assured that we meet or exceed all insurance requirements. Prior to the start of work, insurance with DNR as named insured will be sent to your office within ten (10) business days of the successful bid and prior to the start of any on site work

Proposal Components

Following your format for ease of comparison to our conformity to your proposal, we have listed below your requirements

Company Information

1.0 Company Information

Ballard Diving & Salvage, Inc.
1525 NW Ballard Way
Seattle, Washington 98133
Principal place of business, 1525 NW Ballard Way,
Seattle, Washington
Telephone Number: 206.782.6750
Fax Number: 206.782.8944
Web site Address: Info@BALLARDDIVING.COM
Federal Employer tax identification number 91-1505213
Washington Uniform Business Identification number (UBI) 601 290
001

1.2 Contact Details for Contractors Project Manager, including e mail address:

Project Manager: Richard D. Benson
E mail address: Divers@ballarddiving.com

1.3 List of previous related work experience in vessel salvage/disposal field

1.3.1 Introduction

Ballard Diving & Salvage, Inc. and its management team have been involved in over 150 boat/ barge/ vessel/ aircraft/ body salvages over the past 25 years. Some of our more noteworthy projects that demonstrate our capabilities have included the following:

Table 1
Proof of experience

Type of salvage	Location	Description
Fishing vessel	Seattle, Washington	Salvage of 375 ton long liner fishing vessel that rolled over on dry dock
Salvage and documentation of boats	Seattle Marina, Seattle, Washington	Fire destroyed and sank 14 vessels at the Seattle Marina in Lake Union. This was an exceedingly challenging job as we had multiple owners, agencies, insurance companies and the damage to the boats made conventional salvage methods non usable. All work was accomplished to the satisfaction of all with, most importantly, no injuries or environmental damage
Various other salvages	Washington State	Our web site lists several other salvages complete with photos that demonstrate our ability to carry out salvage under severe weather conditions and severe water states in a safe, OSHA compliant and environmental safe method

Technical Proposal

2.0 Preliminary list of potential dangerous / hazardous materials

- 2.1.1 Bottom paint
- 2.1.2 Potential of lead in bottom paint
- 2.1.3 Asbestos around engine shroud
- 2.1.4 Mercury in thermometers, instruments

Ballard Diving & Salvage

- 2.1.5 Toxic metals in computer or video monitors
- 2.1.6 Kerosene
- 2.1.7 Propane
- 2.1.8 Diesel
- 2.1.9 Engine oil
- 2.1.10 Antifreeze
- 2.1.11 Freon
- 2.1.12 On board supplies of solvents, paints, lubricants

2.2 Proposed spill containment and spill response procedures

- 2.2.1 Initially a pre salvage survey will evaluate the amount of fuel on board, if any, which has the most likelihood of dispersing during the salvage. Fuel vents and inlets shall be plugged and secured to prevent fuel from escaping.
- 2.2.2 An oil boom will be placed around the vessel and a containment area will be built on the bow of the crane barge.
- 2.2.3 Absorbent pads will be on hand and proper disposal containers will be available. Boat support will be available to help with anchoring the boom and spreading and retrieving the contaminated pads.
- 2.2.4 Each product has a specific procedure and waste streams have not been designated as hazardous or non hazardous, therefore we will use only audited and approved TSDF's

2.3 Proposed final designation of dangerous / hazardous wastes: We would utilize General Environmental Management Inc., 18930 Des Moines, Memorial Drive, Sea Tac Washington as our disposal sub-contractor.

2.4 Proposed method of vessel removal and demolition including proposed equipment.

2.4.1.1 Crane positioned to lift vessel

2.4.1.2 Deploy oil boom

2.4.1.3 Conduct pre salvage survey and identify any hazardous materials or sources of fuel pollution. Identify any dangerous conditions on board that could lead to an accident or dangerous situation during the lifting stage of the salvage i.e. loose equipment on deck, cracks in hull, loose guard rails.

2.4.1.4 Diver attaches slings and secures slings to minimize horizontal movement. Straps will be attached to a spreader bar to prevent crushing of the vessel. A third strap may be placed amidships if deemed appropriate.

2.4.1.5 Divers use crane to remove loose rigging or sections of the boats

2.4.1.6 The vessels will slowly be brought to the surface to where the gunwales are just above water line.

2.4.1.7 Salvage pumps will dewater the interior of the vessel and pumping into inside the containment boom.

2.4.1.8 Once the majority of the water has been evacuated pads will spread to absorb any oil lying on the surface of the water prior to final pumping.

2.4.1.9 Patching material will be on hand to seal any leaks on the hull.

2.4.1.10 The vessel will then be lifted onboard the bow of the crane barge and placed in the containment area, blocked and secured.

2.4.1.11 No one will enter the vessel has been tested. BDS has the appropriate

confined space testing equipment and SCBA's.

2.4.1.12 Demolition will be accomplished as previously described at Barbee lumber location.

2.5 Proposed method of hauling and transportation of debris. The boats will be transported by barge to Barbee Lumber, where will be broken up into manageable pieces and crushed. Any hazardous materials or non land fill acceptable debris will be disposed in the approved fashion. All shall be documented and disposed off in accordance with applicable regulations and safe practices.

2.6 Non-hazardous materials will be disposed of at an acceptable landfill.

2.7 Care shall be taken to remove all traces of the derelict boats from the beach. This will include a magnet to pick up small ferrous hardware and physically removing any wood debris from the boats.

2.8 Plan of Work

2.8.1 Our plan of work is previously outlined in 2.4

2.9 Work Schedule

Table 2
Work Schedule

Step 1	Survey the vessels at low tide and remove all hazardous materials and log quantity and type. Transfer using approved removal devices and put into approved containers.
Step 2	Use crane to remove loose material from boats
Step 3	Rig boats at low tide using crane to slide slings under boats
Step 4	If easier rig boats at high tide using crane to assist in sliding slings under boats
Step 5	Raise boats and place on bow of crane barge

Step 6	Clean up beach area of debris or metal
Step 7	Move barge to Barbee Lumber and unload boats for crushing and demolition
Step 8	Convey hazardous waste to disposal agent
Step 9	Convey non hazardous to suitable land fill

2.10 Changes in cost and proposal with addition of fourth boat

2.10.1 The addition of the fourth boat will not substantially change the overall proposal. Instead of picking 3 boats we will pick 4.

2.10.2 The salvage of an additional boat will add \$ 7,000.00 in costs to our proposal, provided the salvage of the 4th boat is done concurrently with the other three boats.

Management Proposal

3.0 Our proposed management structure is as follows:

Table 3
Management Structure

Name	Position	Office number	Cell number
Rick Benson	Project Manager	206 782 6750	(b) (6)
Bob Rouleau	Contract Manager / Safety Officer	206 782 6750	(b) (6)
Duane Black	Dive Supervisor	206 782 6750	(b) (6)
Erick T. Benson	Vessel Operations	206 782 6750	(b) (6)
Alternate 1	Standby diver		
Alternate 2	Tender		

Note: 1 We have a number of qualified divers and tenders and in keeping with WISA and OSHA we are required to have 3 diving personnel on site.

3.1 Names of subcontractors

3.1.1 Northern Marine & Salvage

DNR Salvage Proposal of Boats @ Port
Washington Narrows Tidelands

- 3.1.2 General Environmental Management Inc
- 3.1.3 Rinker Materials, Inc.
- 3.1.4 Barbee Lumber

Compliance Statements

- 3.2 Ballard Diving & Salvage has the personnel and equipment to complete the project prior to the June 24, 2005 deadline. Subcontractors are also aware of the period the project is to be completed in and can adhere to the due date.
- 3.3 Ballard Diving will comply with the Department of Natural Resources proposed payment and invoicing terms. All invoices will show a clear breakdown and all waste and disposal receipts shall be provided.
- 3.4 Ballard Diving & Salvage, Inc. has the required insurance coverage and will maintain that coverage throughout the contract period. We will submit various certificates of insurance and satisfy the related contract provisions within 10 business days upon award of contract. BDS is aware and agrees to pay prevailing wages.

BDS personnel are trained 40 hour hazwoper training course and one individual has hazwoper supervisor certification. All personnel meet the US Army Corps diving certification and have CPR, 1st aid, Oxygen administration and dive accident management certifications which are all current.

5.0 Cost Proposal

The cost of all work is outlined in Table r. No estimate can be made of any parts or equipment until the vessel has been salvaged and the components identified and evaluated.

5.1 and 5.2

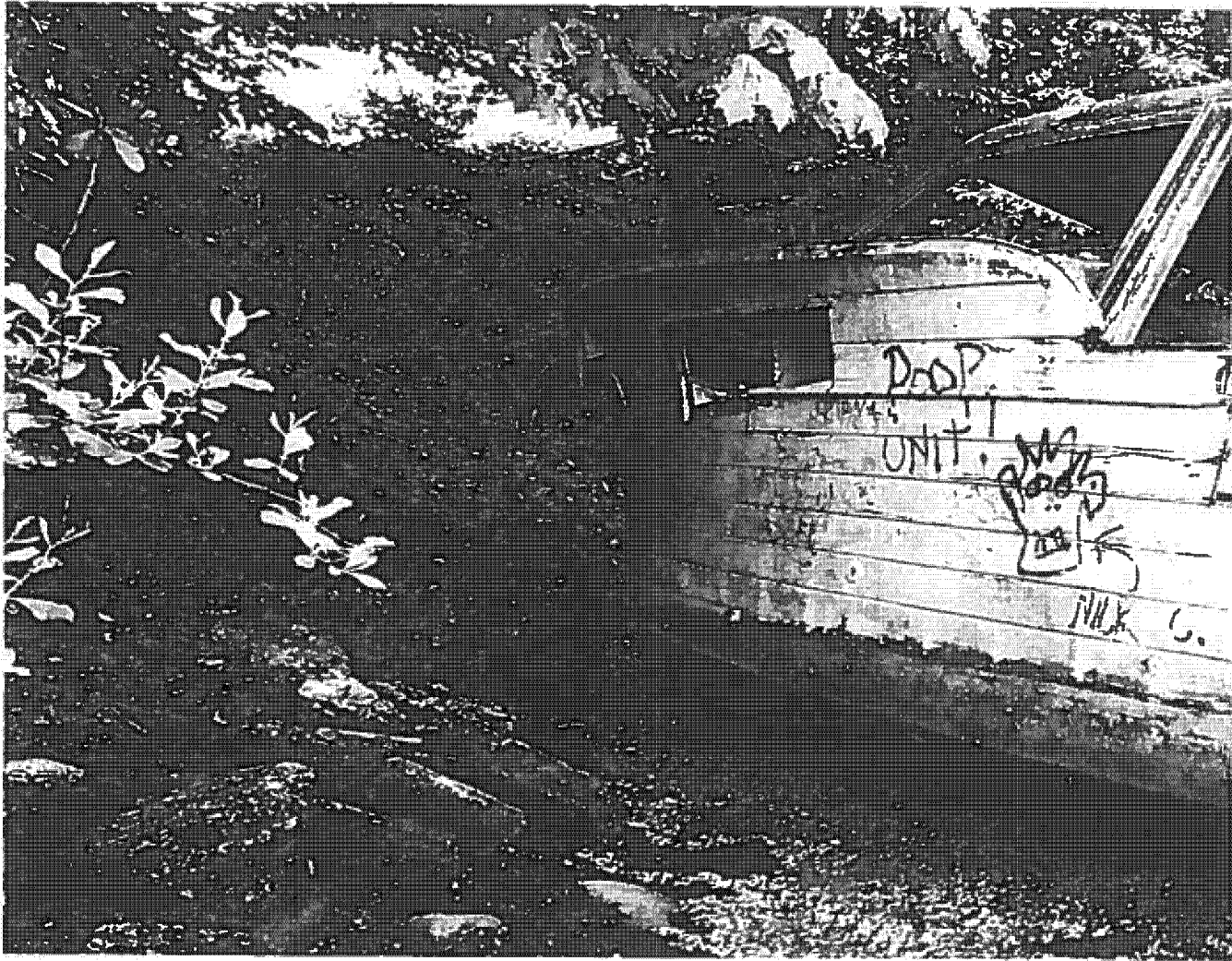
Table 4
Cost Proposal

Total cost of work:	\$43,634.00
In house personnel costs	\$13,108.00
Subcontractor costs	\$13,800.00
Equipment costs	\$4,450.00
Hazardous waste handling and disposal costs	\$3,000.00
Landfill costs	\$3,000.00
Ancillary costs	\$3,178.00
Sales Tax	\$3,098.00

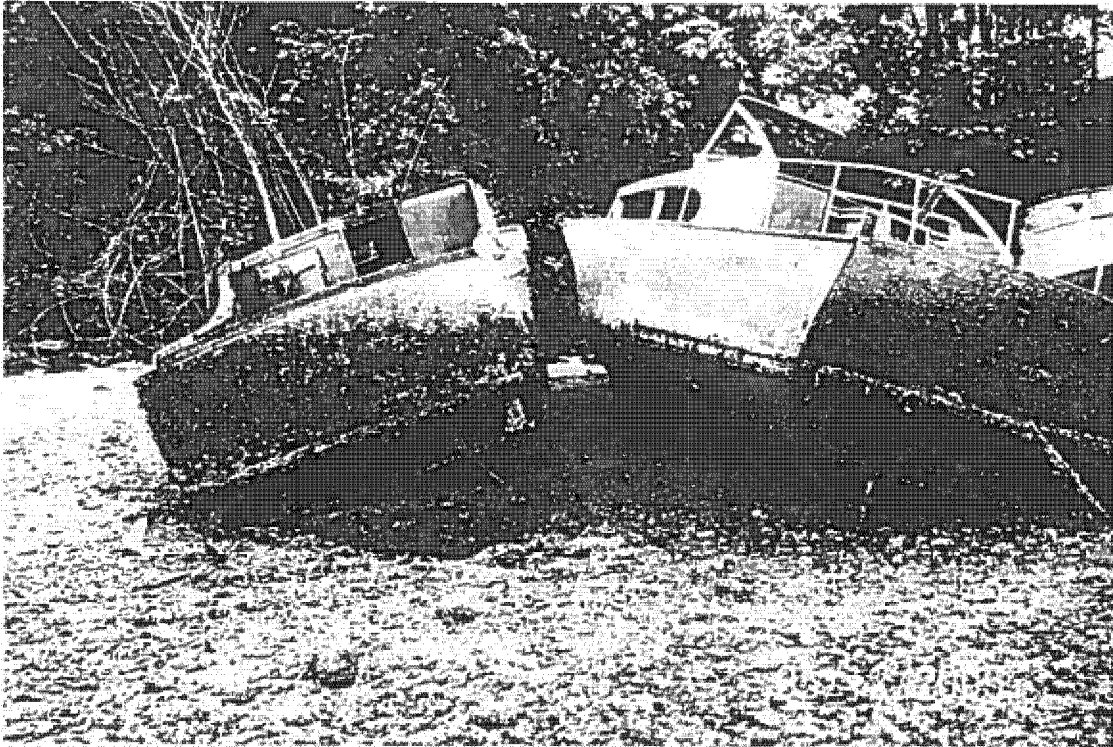
5.3 It is doubtful that there is any part, of any of the 3 or 4 vessels that we would wish to keep, based on our original inspection.

6.0 Prior to the submission of this proposal BDS carried out an inspection of the vessels. We transmitted our intent to do this inspection and took photographs to prove we carried out this inspection on May 12, 2005. Samples of photographs are as follows. We have submitted these photographs in lieu of a signed affidavit.











RECEIVED
JUL 05 2005
ADM. SERVICES

Enumclaw, WA 98022

PH#: (253) 797-5146

at Bremerton, WA

394-04H

22,781 = 39V = 75%
3,455 = 39Y = 11.4%
4,140 = 39W = 13.6%



Association of Diving Contractors

AGC *Associated
General
Contractors*
10130e.com or 800.453.6841

DNR-00049882



FACSIMILE COVER LETTER

To: *Ginger*

Telephone:

Fax:

From:
Shoreline District Aquatics Region
950 Farman Ave N.
Enumclaw, WA 98022-9282

Sender's Name:

Melissa

Telephone:(360)825-1631 TTY:(360)825-6381 Fax:(360)825-1672

Date: *7-17-05*

Time: *4:30*

Total number of pages (including cover sheet): *2*

Description:

Global Bond to be released.

CONSTRUCTION
CONTRACT BOND

Bond 104342530

KNOW ALL BY THESE PRESENTS, That we, GLOBAL DIVING & SALVAGE, INC.

(called Principal), as Principal, and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

a _____ corporation of HARTFORD, CONNECICUT (called Surety), as Surety, are held and

firmly bound unto Washington Dept. of Natural Resources (called Obligee) in the sum of Thirty Thousand Three Hundred

Eighty Two and 15/100 ----- Dollars (\$ 30,382.15)

for the payment whereof Principal and Surety bind themselves, their legal representatives, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a written Contract dated 6-8-05

with Obligee for Removal and Disposal of a Derelict Vessel, Solicitation/RFP No. KP05-004

a copy of which Contract is hereto annexed and made a part hereof as fully as if set forth herein:

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That, if Principal shall faithfully perform such Contract and pay all persons who have furnished labor or material for use in or about the improvement and shall indemnify and save harmless Obligee from all costs and damage by reason of Principal's default or failure so to do, then this obligation shall be null and void; otherwise it shall remain in full force and effect. Surety hereby waives notice of any alteration, extension or forbearance as to any of the terms of the Contract other than the terms of payment thereunder, made or extended by Obligee or Principal.

NO RIGHT OF ACTION shall accrue upon or by reason hereof to, or for the use or benefit of, anyone other than the Obligee herein named.

NO SUIT, ACTION OR PROCEEDING by the Obligee to recover on this bond shall be sustained unless the same be commenced within two (2) years following the date on which Principal ceased work on said Contract.

Signed and sealed this 16th day of June, 2005.

GLOBAL DIVING & SALVAGE, INC.

By Tim M. B... Principal
PRES.

TRAVELERS CASUALTY AND SURETY
COMPANY OF AMERICA

By Linda Pawlak
Linda Pawlak, Attorney-in-Fact



IMPORTANT DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

On November 26, 2002, President Bush signed into law the Terrorism Risk Insurance Act of 2002 (the "Act"). The Act establishes a short-term program under which the Federal Government will share in the payment of covered losses caused by certain acts of international terrorism. We are providing you with this notice to inform you of the key features of the Act, and to let you know what effect, if any, the Act will have on your premium.

Under the Act, insurers are required to provide coverage for certain losses caused by international acts of terrorism as defined in the Act. The Act further provides that the Federal Government will pay a share of such losses. Specifically, the Federal Government will pay 90% of the amount of covered losses caused by certain acts of terrorism which is in excess of an insurer's statutorily established deductible for that year. The Act also caps the amount of terrorism-related losses for which the Federal Government or an insurer can be responsible at \$100,000,000,000.00, provided that the insurer has met its deductible.

Please note that passage of the Act does not result in any change in coverage under the attached policy or bond (or the policy or bond being quoted). Please also note that no separate additional premium charge has been made for the terrorism coverage required by the Act. The premium charge that is allocable to such coverage is inseparable from and imbedded in your overall premium, and is no more than one percent of your premium.

**TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
TRAVELERS CASUALTY AND SURETY COMPANY
FARMINGTON CASUALTY COMPANY
Hartford, Connecticut 06183-9062**

POWER OF ATTORNEY AND CERTIFICATE OF AUTHORITY OF ATTORNEY(S)-IN-FACT

KNOW ALL PERSONS BY THESE PRESENTS, THAT TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, corporations duly organized under the laws of the State of Connecticut, and having their principal offices in the City of Hartford, County of Hartford, State of Connecticut, (hereinafter the "Companies") Hath made, constituted and appointed, and do by these presents make, constitute and appoint: Linda Pawlak, Robert J. Weller, David J. Buelow, of Seattle, Washington, their true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge, at any place within the United States, the following instrument(s): by his/her sole signature and act, any and all bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incident thereto and to bind the Companies, thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Companies, and all the acts of said Attorney(s)-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This appointment is made under and by authority of the following Standing Resolutions of said Companies, which Resolutions are now in full force and effect:

VOTED: That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her.

VOTED: That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary.

VOTED: That any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary, or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority.

This Power of Attorney and Certificate of Authority is signed and sealed by facsimile (mechanical or printed) under and by authority of the following Standing Resolution voted by the Boards of Directors of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, which Resolution is now in full force and effect:

VOTED: That the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY have caused this instrument to be signed by their Senior Vice President and their corporate seals to be hereto affixed this 15th day of November, 2004.

STATE OF CONNECTICUT

)SS. Hartford

COUNTY OF HARTFORD



TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
TRAVELERS CASUALTY AND SURETY COMPANY
FARMINGTON CASUALTY COMPANY

By

George W. Thompson
Senior Vice President

On this 15th day of November, 2004 before me personally came GEORGE W. THOMPSON to me known, who, being by me duly sworn, did depose and say: that he/she is Senior Vice President of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, the corporations described in and which executed the above instrument; that he/she knows the seals of said corporations; that the seals affixed to the said instrument are such corporate seals; and that he/she executed the said instrument on behalf of the corporations by authority of his/her office under the Standing Resolutions thereof.



Marie C Tetreault

My commission expires June 30, 2006 Notary Public
Marie C. Tetreault

CERTIFICATE

I, the undersigned, Senior Vice President of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, stock corporations of the State of Connecticut, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney and Certificate of Authority remains in full force and has not been revoked; and furthermore, that the Standing Resolutions of the Boards of Directors, as set forth in the Certificate of Authority, are now in force.

Signed and Sealed at the Home Office of the Company, in the City of Hartford, State of Connecticut. Dated this 16th day of

June, 2005.



By

Peter Schwartz
Senior Vice President



WASHINGTON STATE DEPARTMENT OF
Natural Resources

DOUG SUTHERLAND
Commissioner of Public Lands

FACSIMILE COVER LETTER

To: Rick Mraz

Telephone: 3

Fax: 360 902 1786

From:
Shoreline District Aquatics Region
950 Farmer Ave N.
Enumclaw, WA 98022-9282

Sender's Name:

Telephone:(360)825-1631 TTY:(360)825-6381 Fax:(360)825-1672

Date: 5/26

Time: 4:40

Total number of pages (including cover sheet): 7

Description:

Bid for Port Wash Narrows

KP 05-004

pretty weak on
DETAILS (Ram)



Contact: PO Box 1732
Port Townsend, WA 98368
Toll Free: (866) 765-3032
Fax: (360) 765-3463
Email: mharvey@olympen.com

The following is a proposal for Department of Natural Resources, WA State. The project is to remove and dispose of (4) 35' wooded pleasure type boats from the tide zone in Bremerton along Port Washington Narrows.

Due at 5:00 pm May 20.

Company Information

1.1 - Hydro Tech International, Port Townsend, WA 98368
Commercial Diving and Marine Services
Sole Proprietorship

1.2 - Contact: Marcus Harvey, Project Manager

mharvey@olympen.com
(360) 765-3463 ph / fax
(b) (6) cell

1.3 - No prior experience contracting for Salvage / Disposal of derelict vessels. I am familiar with the processes of vessel demolition and construction of boats.

Technical Proposal

2.1 - Hazardous waste identified on vessels: Potentially motor oil inside the engines. There are 2 engines per boat. The motor oil will not be a spill hazard as long as the engines are not taken apart. We have no reason to disassemble the engines and expose the oil.

2.2 - Handling of hazardous waste: Engines will be removed from the boat hulls and hoisted onto a truck for recycling. Oil will be drained as necessary at the recycling yard and disposed.

2.3 - Final destination of hazardous waste shall be Kitsap County Hazardous Waste Disposal, Bremerton 360-337-4631.

2.4 - Method of demolition and equipment used: Upon our inspection of the vessels to be removed we found the wood to be in an advanced state of deterioration. Demolition shall be a manual combination of pry bars, sledge hammers, and heavy wood saws. The debris shall be moved off the beach using a 10T forklift that will be provided by the leasee of the property. Distance that debris must be hauled is approximately 60'. Each vessel has twin gas powered engines which will be separated from the wood debris and scrapped at a steel recycle yard.

2.5 - Debris shall be moved using a forklift and deposited into a 20' x 6' waste removal container provided by Kitsap Waste Management and hauled by Kitsap Waste Management (800-592-9995) to the Olympic View Transfer Station in Bremerton (360-674-2297).

2.6 - Upon our inspection of the vessels we found no visible signs of hazardous waste. Fuel tanks have been removed and the bilges have long been washed clean of any oily residue. Any potential waste would be motor oil still inside the engines. Careful, upright removal of the engines will prevent any spillage of this oil. Oil that is recovered shall be disposed of at an approved waste oil disposal point at the Kitsap County Hazardous Waste Disposal, Bremerton.

2.7 - Any and all debris or waste shall be picked up and removed from the site so that a natural environment remains. Of course the surface soils will be disturbed by our presence and our intent would be to remedy this disturbance by minimizing our impact and returning the area to a landscape better than when we arrive.

2.8 - Plan: We shall arrive on day one to begin taking apart the wooden boat hulls and piling the wood debris above the high tide line. This will be accomplished with wood saws and prybars thus eliminating larger equipment on the beach. With most of the boat demolished and the engines still resting on the motor mounts we will drag the aft portion of the boats up to within reach of the forklift. The engines will be picked out of the boat mounts and set on a truck for hauling to a steel scrap yard and the wood debris will be picked up and put into the disposal container and trucked to the landfill site. Once all scrap is removed from the beach, the soil will be smoothed and left in a natural condition with no trace of the removal process.

2.9 - We believe we can accomplish this project in 8 days or less. Our schedule would be preferred M-F 0700-1700. We will have no problem scheduling this project in June 6-17.

2.10 - We assume two days to remove each boat, so the above time estimate includes the fourth boat. The cost of removing the 4th boat is: \$ 3,700

Management Proposal

3.1 - Management for this project includes Marcus Harvey, sole proprietor of Hydro Tech Int'l and site supervisor. Personnel include 3 workers to demolish and remove the boat debris. Operator for the forklift will be the owner of the forklift and will be hired hourly for his time.

3.2 - No subcontractors will be needed or used

Compliance Statements

4.1 - I hereby declare that Hydro Tech Int'l has the manpower and resources to start and complete the project as described by Washington State Department of Natural Resources to demolish and remove 3-4 wooden pleasure boats located in tidal zone. All work, as described in project proposal, shall be performed with utmost care for safety of persons and care for the environment.

Marcus Harvey

Signed M. Harvey Date 5-20-05

4.2 - Payment terms as described by DNR, to be paid within 30 days of receipt is acceptable. Invoice shall be submitted with a clear breakdown of handling and disposal costs to include receipts.

Marcus Harvey

Signed M. Harvey Date 5-20-05

4.3 - I hereby declare the following insurance will be in affect for the beginning and duration of the project described:

Commercial General Liability for \$1,000,000

Wa State Workers Compensation

Business Auto Liability for \$1,000,000

Environmental Impairment and Pollution Liability is an insurance that HydroTech is unwilling to secure due to the extremely high cost factor and ongoing premiums. This disposal project doesn't fit this excessive requirement.

Marcus Harvey

Signed M. Harvey Date 5-20-05

Cost Proposal

5.1 - Total bid price: \$17,300 (including all 4 boats)

5.2 - Itemization of Costs:

wages	\$ 4800
hazardous waste handling	\$ 480
disposal costs	\$ 1500
tool and equipment rental	\$ 1200
permits and insurance	\$ 500

tax?

5.3 - The contractor does not wish to keep any items.

Vessel visit Certification

6.1

I hereby declare that the vessels and site were visited by Dan Ryan, a representative of Hydro Tech Int'l, on May 15, 2005. It was determined by Dan that the only potential hazardous waste in or on the vessels is contained inside the engines and any spill hazard is very unlikely.

Marcus Harvey

Signed

Mal Hong

Date

5-20-05

Marcus Harvey

Mal Hong

Founder / Operations Manager

REFERENCES

Thank you for taking time to research the quality and professionalism of Hydro Tech International. We have extensive experience in diving operations in potable water storage tanks since 1995. My name is Marcus Harvey. As the founder, I have conducted this type of work in California, Oregon, Idaho, Nevada, Utah, Arizona, Montana, Colorado, Wyoming, New Mexico, Texas, N Dakota, S Dakota, Washington, Wisconsin and Minnesota.

Hydro Tech International (HTI) divers are graduates of accredited commercial diving colleges (Divers Institute of Technology in Seattle and College of Oceaneering in L.A.). We are trained and certified for non-destructive testing of underwater structures. The National Association of Corrosion Engineers (NACE) has trained our personnel to evaluate corrosion. Steel Structures Painting Council provides our criteria and terminology for inspecting painted surfaces. Practical experience has provided our divers with countless hours of successful application of our underwater epoxy that we use for patching leaks in concrete and resurfacing failed coating areas that have resulted in corroding substrate.

Please see the back of this page for a listing of HTI references as well as actual water systems that we have cleaned, inspected or epoxy repaired.

References-

- Riverbend-Riverbank WD, OR - Clean concrete water tank
Contact: John Carnathan (503)557-1128
- King County WD #54, WA - Inspect and clean 100' elevated
Contact: Eric Clark 206-878-7210
- City of Manchester, WA - cleaned & inspected after earthquake damage to steel tanks.
Contact: Don Hoskinson (360) 871-0500
- City of Twin Falls, ID - epoxy patching to cracks in reservoir wall.
Contact: Mike Schroeder (208) 736-1540
- City of Idaho Falls, Id - Inspected elevated tank, 170' tall
Contact: Carrol Aamold - (208) 529-1471
- City of Umatilla, Or - Inspected & cleaned steel storage tank
Contact: Roger Francis (541) 922-3226
- Lakewood Water District, WA - cleaned & inspected concrete tanks
Contact: Dave Hall (253) 588-4423
- City of Florence, OR- inspect and clean steel tanks
Contact: Rick Aitkin 541-997-7370
- National Park Service - Whitman Mission Historical Park, WA. Cleaned concrete tank.
Contact: Bruce Hancock (509) 522-6359
- National Park Service - Nez Perce National Hist. Park - Idaho, Cleaned concrete tank
Contact: Dennis Groseclose (208) 843-2261
- Dyer Partnership - City of Drain, OR. Inspected reservoir valve assembly
Contact: John Waddill, (541) 269-0732
- City of Central Point, OR - cleaned & inspected concrete tank.
Contact: Rick Bartlett (541)664-3321
- Jefferson County PUD #1, Port Hadlock, WA - cleaned & inspected 2 standpipes
Contact: James Parker (360) 385-5800
- City of Edmonds, WA - cleaned and inspected concrete tank
Contact: Jim Waite (425) 771-0235
- City of Wenatchee, WA - cleaned and inspected 8 million gal. Concrete tank
Contact: Dan Curry (509) 664-3385

Other public water systems that Hydro Tech International owner has inspected, cleaned and epoxy repaired since 1995:

- Natl. Park Service, NV - cleaned/inspected 13 tanks at Lake Mead
- Belgrade, MT - cleaned/ inspected 185' elevated tank
- Jackson, WY - cleaned/ inspected bolted steel tank
- Bayview, ID - cleaned/inspected historical wood and concrete elevated tank

See Back for more Experience and Standards



Hydro Tech International, HTI, is a service company that specializes in the potable water industry. The services we provide include:

- Commercial Diving
- Tank lining

Utilizing today's latest technology HTI is able to find solutions to the problems that water suppliers face. Our professional dive teams have a broad range of experience to understand the concerns that we note in the tank environment and to then apply a solution to remedy the problem.

Operations

Diving

HTI offers an alternative to the usual way of draining your storage reservoirs for maintenance inspections and cleaning. Some repairs and corrosion control can also be conducted under water. Diving requires less time and is many times less expensive than draining. Minimal water is wasted through our underwater cleaning operations.

As a commercial diving company dedicated to potable water operations we follow a strict standard. Our underwater maintenance utilizes highly skilled divers from accredited diving schools. This ensures quality and safety for your projects.

Equipment: All our diving operations are conducted using real-time, closed circuit color video. Real-time audio communication is part of our documentation and our customers can take part in the communication with the diver. This is very efficient when decisions need to be made regarding repairs.

Our equipment is approved by AWWA, ADC and OSHA for commercial diving in potable water. Our divers dress is designed to keep the diver dry to

eliminate any cross contamination between person and water supply. Our dry suits are made of vulcanized rubber to be easily cleaned and disinfected.

HTI tools and equipment is made of non-porous material and disinfected prior to being immersed in potable water.



AWWA and ADC approved equipment worn by HTI divers.

Video and lighting systems are mounted to the top of the divers helmet gear and is continuously monitored by surface support team. This allows a hands-free worker who is more efficient and complete in the underwater documentation of any project. You can see everything the diver sees as he is seeing it.

Cleaning: HTI uses cleaning tools specially designed for cleaning and vacuuming sediment from potable water storage structures. Our

vacuums are designed with internal brushes to sweep the floor as they clean. We can clean walls and floors.

- Elevated tanks
- Clear wells
- Steel bolted / welded
- Standpipes
- River intake screens / vaults

After we clean your structure we then do a complete inspection.

Inspections: All underwater inspections are documented on real-time audio / video and projected on a monitor screen at our customized dive station. You receive:

- Video copy
- Written report
- Picture diagram
- Still photos (if requested)

Items we note during inspections are:

- Coating condition
- Degree of substrate corrosion
- Plumbing condition
- Cathodic protection function
- Detect leaks
- Visual structural integrity of steel, concrete or membrane lining.

Repairs: HTI has the ability to provide minor repairs to your water storage structures.

- Stop leaks
- Patch coating failure
- Reattach level assemblies
- Repair flexible membranes
- Corrosion control
- other repair needs

We use an NSF 60/61 approved 2-part underwater epoxy for making repairs to leaks and failed coating. This provides a competent inhibitor to substrate corrosion.

Date: Sunday, May 22, 2005

To: DNR
Melissa Montgomery
Phone:
Fax: 253-926-8956

From: Hydro Tech International ,
Marcus Harvey
Phone: 866-765-3032
Fax: 360-765-3463

Pages: 54

Subject:

Please find following my proposal for disposal of 4 derilect vessels, KP05-004 Pt
Washington Narrows Disposal RFP.

I shall also attempt to send this by email.

Thakyou for considering Hydro tech International,

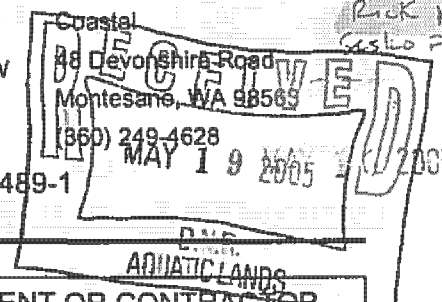
Marcus Harvey



Washington
Department of
FISH and
WILDLIFE

HYDRAULIC PROJECT APPROVAL

RCW 77.55.100 - Appeal pursuant to Chapter 34.05 RCW



Issue Date: May 13, 2005

Control Number: 101489-1

Expiration Date: August 31, 2005

FPA/Public Notice #:

PERMITTEE

Washington Department of Natural Resources
ATTENTION: Melissa Montgomery
950 Farman Avenue
Enumclaw WA, 98022-9282
253-797-5146()
Fax: 253-926-8956

AUTHORIZED AGENT OR CONTRACTOR

Project Name: Remove Derelict Vessels

Project Description: Removal four derelict vessels from the intertidal area.

PROVISIONS

1. NOTIFICATION REQUIREMENT: The Area Habitat Biologist (AHB) listed below shall receive written notification (FAX 360.876.1894 or mail) from the person to whom this Hydraulic Project Approval (HPA) is issued (permittee) or the agent/contractor no less than three working days prior to the start of construction activities. The notification shall include the permittee's name, project location, starting date for work, and the control number for this HPA.

2. NOTIFICATION REQUIREMENT: The Enforcement Sergeant listed below shall receive written notification (FAX 360.664.0689 or mail) from the person to whom this Hydraulic Project Approval (HPA) is issued (permittee) or the agent/contractor no less than three working days prior to start of work, and again within seven days of completion of work to arrange for a compliance inspection. The notification shall include the permittee's name, project location, starting date for work or completion date of work, and the control number for this HPA.

3. Work shall be accomplished per plans and specifications approved by the Washington Department of Fish and Wildlife entitled Derelict Vessel Removal JARPA dated May 9, 2005, except as modified by this Hydraulic Project Approval. A copy of these plans shall be available on site during construction.

4. All debris or deleterious material resulting from vessel removal shall be removed from the beach area and bed and prevented from entering waters of the state. A boom or similar device shall be required to contain floatable materials.

5. Vessels shall be disposed of at approved upland disposal site so they will not re-enter state waters.

6. Removal shall be conducted an excavator (clamshell) or boom truck operated landward of the ordinary high water line. Equipment shall be operated to minimize turbidity. Removed material shall not be stockpiled waterward of the ordinary high water line.

7. Upon completion of the vessel removal, the beach shall contain no pits, potholes, or large depressions to avoid stranding of fish.



Issue Date: May 13, 2005
Expiration Date: August 31, 2005

Control Number: 101489-1
FPA/Public Notice #:

8. Vessel removal shall be accomplished in the dry when the tide is low.
9. Removal or destruction of overhanging bankline vegetation shall be limited to that necessary for the construction of the project.
10. Intertidal wetland vascular plants shall not be adversely impacted due to project activities. If such vegetation is adversely impacted, it shall be replaced using proven methodology.
11. All natural habitat features on the beach larger than 12 inches in diameter, including trees, stumps, logs, and large rocks, shall be retained on the beach following the work. These habitat features may be moved during the work if necessary.
12. If at any time, as a result of project activities, fish are observed in distress, a fish kill occurs, or water quality problems develop (including equipment leaks or spills), immediate notification shall be made to the Washington Department of Ecology at 1-800-258-5990, and to the Area Habitat Biologist listed below.
13. No petroleum products or other deleterious materials shall enter surface waters.
14. No burning of materials shall occur below the ordinary high water line.
15. Project activities shall not degrade water quality to the detriment of fish life.

PROJECT LOCATIONS

Location #1 Port Washington

Work Start:05-16-2005 Work End:08-31-2005

<u>WRIA</u>	<u>WATERBODY</u>		<u>TRIBUTARY TO</u>	<u>COUNTY</u>	
15.9100	Wria 15 Marine		Puget Sound	Kitsap	
<u>1/4 SEC.</u>	<u>Section</u>	<u>Township:</u>	<u>Range:</u>	<u>Latitude:</u>	<u>Longitude</u>
All	14	24 N	01 E	N 47.578557	W 122.642396
DRIVING DIRECTIONS: Tidelands between Pennsylvania Avenue and Thompson Drive street ends.					

NOTES

APPLY TO ALL HYDRAULIC PROJECT APPROVALS

This Hydraulic Project Approval pertains only to the provisions of the Washington State Fisheries and Wildlife Code, specifically RCW 77.55 (formerly RCW 75.20). Additional authorization from other public agencies may be necessary for this project. The person(s) to whom this Hydraulic Project Approval is issued is responsible for applying for and obtaining any additional authorization from other public agencies (local, state and/or federal) that may be necessary for this project.

This Hydraulic Project Approval shall be available on the job site at all times and all its provisions followed by the person(s) to whom this Hydraulic Project Approval is issued and operator(s)



Issue Date: May 13, 2005
Expiration Date: August 31, 2005

Control Number: 101489-1
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performing the work.

This Hydraulic Project Approval does not authorize trespass. It is the responsibility of the permit holder to secure any landowner permissions or use authorizations as needed for the project.

The person(s) to whom this Hydraulic Project Approval is issued and operator(s) performing the work may be held liable for any loss or damage to fish life or fish habitat that results from failure to comply with the provisions of this Hydraulic Project Approval.

Failure to comply with the provisions of this Hydraulic Project Approval could result in a civil penalty of up to one hundred dollars per day or a gross misdemeanor charge, possibly punishable by fine and/or imprisonment.

All Hydraulic Project Approvals issued pursuant to RCW 77.55.100 or 77.55.200 are subject to additional restrictions, conditions or revocation if the Department of Fish and Wildlife determines that new biological or physical information indicates the need for such action. The person(s) to whom this Hydraulic Project Approval is issued has the right pursuant to Chapter 34.04 RCW to appeal such decisions. All Hydraulic Project Approvals issued pursuant to RCW 77.55.110 may be modified by the Department of Fish and Wildlife due to changed conditions after consultation with the person(s) to whom this Hydraulic Project Approval is issued: PROVIDED HOWEVER, that such modifications shall be subject to appeal to the Hydraulic Appeals Board established in RCW 77.55.170.

APPEALS INFORMATION

IF YOU WISH TO APPEAL THE ISSUANCE OR DENIAL OF, OR CONDITIONS PROVIDED IN A HYDRAULIC PROJECT APPROVAL, THERE ARE INFORMAL AND FORMAL APPEAL PROCESSES AVAILABLE.

A. INFORMAL APPEALS (WAC 220-110-340) OF DEPARTMENT ACTIONS TAKEN PURSUANT TO RCW 77.55.100, 77.55.110, 77.55.140, 77.55.190, 77.55.200, and 77.55.290: A person who is aggrieved or adversely affected by the following Department actions may request an informal review of:

(A) The denial or issuance of a Hydraulic Project Approval, or the conditions or provisions made part of a Hydraulic Project Approval; or

(B) An order imposing civil penalties. A request for an INFORMAL REVIEW shall be in WRITING to the Department of Fish and Wildlife HPA Appeals Coordinator, 600 Capitol Way North, Olympia, Washington 98501-1091 and shall be RECEIVED by the Department within 30-days of the denial or issuance of a Hydraulic Project Approval or receipt of an order imposing civil penalties. If agreed to by the aggrieved party, and the aggrieved party is the Hydraulic Project Approval applicant, resolution of the concerns will be facilitated through discussions with the Area Habitat Biologist and his/her supervisor. If resolution is not reached, or the aggrieved party is not the Hydraulic Project Approval applicant, the Habitat Environmental Services Division Manager or his/her designee shall conduct a review and recommend a decision to the Director or his/her designee. If you are not satisfied with the results of this informal appeal, a formal appeal may be filed.



Issue Date: May 13, 2005
Expiration Date: August 31, 2005

Control Number: 101489-1
FPA/Public Notice #:

B. FORMAL APPEALS (WAC 220-110-350) OF DEPARTMENT ACTIONS TAKEN PURSUANT TO RCW 77.55.100 OR 77.55.140: A person who is aggrieved or adversely affected by the following Department actions may request a formal review of:

(A) The denial or issuance of a Hydraulic Project Approval, or the conditions or provisions made part of a Hydraulic Project Approval;

(B) An order imposing civil penalties; or

(C) Any other 'agency action' for which an adjudicative proceeding is required under the Administrative Procedure Act, Chapter 34.05 RCW.

A request for a FORMAL APPEAL shall be in WRITING to the Department of Fish and Wildlife HPA Appeals Coordinator, shall be plainly labeled as 'REQUEST FOR FORMAL APPEAL' and shall be RECEIVED DURING OFFICE HOURS by the Department at 600 Capitol Way North, Olympia, Washington 98501-1091, within 30-days of the Department action that is being challenged. The time period for requesting a formal appeal is suspended during consideration of a timely informal appeal. If there has been an informal appeal, the deadline for requesting a formal appeal shall be within 30-days of the date of the Department's written decision in response to the informal appeal.

C. FORMAL APPEALS OF DEPARTMENT ACTIONS TAKEN PURSUANT TO RCW 77.55.110, 77.55.200, 77.55.230, or 77.55.290: A person who is aggrieved or adversely affected by the denial or issuance of a Hydraulic Project Approval, or the conditions or provisions made part of a Hydraulic Project Approval may request a formal appeal. The request for FORMAL APPEAL shall be in WRITING to the Hydraulic Appeals Board per WAC 259-04 at Environmental Hearings Office, 4224 Sixth Avenue SE, Building Two - Rowe Six, Lacey, Washington 98504; telephone 360/459-6327.

D. FORMAL APPEALS OF DEPARTMENT ACTIONS TAKEN PURSUANT TO CHAPTER 43.21L RCW: A person who is aggrieved or adversely affected by the denial or issuance of a Hydraulic Project Approval, or the conditions or provisions made part of a Hydraulic Project Approval may request a formal appeal. The FORMAL APPEAL shall be in accordance with the provisions of Chapter 43.21L RCW and Chapter 199-08 WAC. The request for FORMAL APPEAL shall be in WRITING to the Environmental and Land Use Hearings Board at Environmental Hearings Office, Environmental and Land Use Hearings Board, 4224 Sixth Avenue SE, Building Two - Rowe Six, P.O. Box 40903, Lacey, Washington 98504; telephone 360/459-6327.

E. FAILURE TO APPEAL WITHIN THE REQUIRED TIME PERIODS RESULTS IN FORFEITURE OF ALL APPEAL RIGHTS. IF THERE IS NO TIMELY REQUEST FOR AN APPEAL, THE DEPARTMENT ACTION SHALL BE FINAL AND UNAPPEALABLE.

ENFORCEMENT OFFICER: Sergeant Jackson (29) P3

Randi Thurston Habitat Biologist	360-895-6123	<i>Randi L. Thurston</i>	for Director WDFW
-------------------------------------	--------------	--------------------------	----------------------

CC: Robert Grumbach, City of Bremerton
Sandra Lange, DOE
Allison O'Sullivan, Suquamish Tribe
Jason Hesseltnie



**WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES
DERELICT VESSEL REPORTING FORM**

Complete and return this form to:
Washington State Department of Natural Resources
Derelict Vessel Removal Program
PO Box 47027
Olympia, WA 98504-7027
Fax: (360)902-1786
Email: DVRP@wadnr.gov

*Not
Eligible*

Instructions: Please enter as much of the information below as possible. If information is estimated, please indicate that. Items marked with an asterisk are required to be filled in. Proposals for the use of the Derelict Vessels Fund for vessel removal will not be processed until the vessel has been reported to the Derelict Vessel Removal Program. Once this form has been received by the program, the derelict vessel will receive an identification number that is required on the application for removal. That number will be sent to the reporting individual unless no contact information is supplied or the reporting individual expressly requests not to be contacted.

DERELICT VESSEL INFORMATION		
* Today's date: June 4, 2004	* Date sighted:	Date of incident:
* Reported by: Courtney Wasson 1631 ext.2600		* Phone number: 360-825-
* Address: 950 Farman Ave N. Enumclaw, WA 98022		
* General location: Port Washington Narrows, Bremerton at street end of Pennsylvania Ave		
Latitude:	Longitude:	Water Depth: filled tidelands
* Type of hazard (check all that apply): Navigation <input type="checkbox"/> ; Human health X; Environmental <input type="checkbox"/> ; Aesthetic X; Other general liability to State		
Vessel name: Janet J		Identification number: WN0532RA
Length: 15 feet	Beam (width): 7 feet	Gross tonnage:
Hull type (wood, fiberglass, etc.): wood	Propulsion (Power, sail, other): power	Type of fuel (gas, diesel): gas
Estimated fuel capacity of all tanks on board: N/A (gallons)		Estimated fuel on board when the vessel sank: (gallons)
Other hazardous materials on board (e.g. hydraulic fluid, propane, oil) and estimated amounts:		
Vessel is located on: State-owned aquatic land X; DNR leasehold <input type="checkbox"/> (Type); Private land <input type="checkbox"/> ; Other		
What government agencies have responded to this incident? (Include copies of all incident reports) City of Bremerton, DNR		Summary of actions by other government agencies:
Additional comments: Survey done by DNR Survey Unit determined that SOAL were filled and this vessel is located on DNR managed lands. Registered owner is Gary A. Spencer, legal Owner is Port Washington Marina		

State of Washington - Department of Licensing
Vehicle/Vessel Inquiry System
DEPARTMENT OF NATURAL RESOURCES - 142948

NEW SEARCH

IMPORTANT: Information displayed on this screen may have been last updated seven days ago.
If you have questions concerning this record please call 360-902-4000.

Registered Owner:

SPENCER, GARY A
13212 1ST AVE SE
EVERETTE, WA 98208

Legal Owner:

PORT WASHINGTON MARINA
1805 THOMPSON DR
BREMERTON, WA 98337

Registration information:

Reg #: WN-0532RA
Expires: 06/30/2001
Current decal: 01-D143773
Previous decal: 99-D432166
Previous reg #:
Replacement reg #:

Remarks:

Registration purchased on last transaction
Legal owner

Title/Renewal information:

Last transaction: Title verify
Last tran date: 09/22/2000
Last tran operator: 003
Prior transaction: Transfer
Prior tran date: 11/24/1999
Prior tran operator: 015
Total fees paid: \$35.00
Months of registration: 10
Title #: 0025807901
Title transferred: 09/14/2000
Previous title #: 9718910501
Dealer number: 0000
Legal resident county: 18

Vessel information:

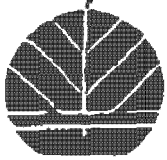
Model year: 1966
Make: TOUCRAFT
Purchase cost: 10
Purchase year: 2000
Document #: 00000000
HIN: 96848
Comment: SR 993203157

Series Body:

Code: XIGPC28
Hull type: Other
Propulsion type: Inboard
Fuel type: Gas
Primary use: Pleasure
Boat type: Cabin
Boat length: 28 ft.

Batch header data:

Remit date: 2000-258
County/agent: 18-21
Workstation: 03
Item #: 0001
Batch #: 0079
To item: 0001
Total batch fees: \$0.00



WASHINGTON STATE DEPARTMENT OF
Natural Resources

DOUG SUTHERLAND
Commissioner of Public Lands

January 17, 2002

Ms. Janet Lunceford
City of Bremerton
Bremerton Fire Department
817 Pacific Avenue
Bremerton, WA 98337

Subject: Letter of Permission for Removal of Derelict Vessels in Anderson Cove,
Kitsap County

Dear Janet:

Per our conversation and site visit of January 9, 2002, the Department of Natural Resources (DNR) has no objections to the City of Bremerton's proposal to remove three abandoned vessels. These vessels are located in the bedlands of Anderson Cove, Kitsap County, abutting parcel number 374-10-00-022-0101.

In order to grant this permission, the DNR will require that the City of Bremerton supply the DNR with proof of insurance from the contractor conducting the work. We will also require copies of all necessary permits from other regulatory agencies.

Finally, the City of Bremerton will not hold the DNR liable for any costs that may occur from the result of the removal of said vessels.

Please acknowledge your agreement to the above by signing this letter where provided and returning it before work commences.

Signature of acceptance

Janet Lunceford 2/4/02
JANET LUNCEFORD Date

If you have any question regarding this letter, please contact me at (360) 825-1631.

Sincerely,

Mark Mauren

Mark Mauren, Assistant Regional Manager

c: Region File

fm/AndersonCove



HYDRAULIC PROJECT APPROVAL
RCW 77.55.100 - appeal pursuant to Chapter 34.05 RCW

State of Washington
Department of Fish and Wildlife
Region 6 Office
48 Devonshire Road
Montesano, Washington 98563-9618

DATE OF ISSUE: March 4, 2002

LOG NUMBER: 00-F1534-02

NOTE: This approval is a modification and time extension of Hydraulic Project Approval (HPA) 00-F1534-01 issued on January 18, 2002. The HPA reflects a change in plans to use a lift box lowered onto the beach by a crane to remove debris from demolition work done by hand. The original plans to pull the debris by crane to uplands has been replaced by the new plans. Due to the low impact of the project on beach substrate, the project may proceed during the nearshore spring migration period for juvenile salmonids.

<u>PERMITTEE</u>	<u>AUTHORIZED AGENT OR CONTRACTOR</u>
City of Bremerton 817 Pacific Avenue Bremerton, WA 98337 (360) 478-5213	City of Bremerton ATTENTION: Janet Lunceford 817 Pacific Avenue Bremerton, WA 98337 (360) 478-5213 Fax: (360) 478-7257

PROJECT DESCRIPTION: Remove and Dispose of Derelict Vessels, Boat Cradles and All Other Manmade Debris on the Beach (Code Enforcement Action - City of Bremerton)

PROJECT LOCATION: 1701 Pennsylvania Avenue, Bremerton, WA 98337

#	WRIA	WATER BODY	TRIBUTARY TO	1/4 SEC.	SEC.	TOWNSHIP	RANGE	COUNTY
1	15.MARI	Port Washington Narrows	Puget Sound		14	24 North	01 East	Kitsap

NOTE: This Hydraulic Project Approval pertains only to the provisions of the Washington State Fisheries and Wildlife Codes. It is the permittee's responsibility to apply for and obtain any additional authorization from other public agencies (local, state and/or federal) that may be necessary for this project.

This Hydraulic Project Approval (HPA) does not authorize trespass onto property not owned by the permittee. It is the permittee's responsibility to obtain permission to enter property owned by others.

PROVISIONS

- TIMING LIMITATIONS:** The project may begin immediately and shall be completed by October 15, 2002.
- Work shall be accomplished per revised plans and specifications submitted by electronic mail from Janet Lunceford on March 4, 2002 as supplemental to the plans entitled, Sesko Abatement JARPA, dated January 17, 2002, and submitted to the Washington Department of Fish and Wildlife, except as modified by this Hydraulic Project Approval.
- All manmade debris on the beach shall be removed and disposed of upland such that it does not enter the waters of the state.
- Removal or destruction of overhanging bankline vegetation shall be limited to that necessary for the completion of the project.



HYDRAULIC PROJECT APPROVAL
RCW 77.55.100 - appeal pursuant to Chapter 34.05 RCW

State of Washington
Department of Fish and Wildlife
Region 6 Office
48 Devonshire Road
Montesano, Washington 98563-9618

DATE OF ISSUE: March 4, 2002

LOG NUMBER: 00-F1534-02

5. All natural habitat features on the beach larger than 12 inches in diameter, including trees, stumps, logs, and large rocks, shall be retained on the beach following construction. These habitat features may be moved during construction if necessary.
6. Project activities shall be conducted to minimize siltation of the beach area and bed.
7. Erosion control methods shall be used to prevent silt-laden water from entering waters of the state. These may include, but are not limited to, straw bales, filter fabric, temporary sediment ponds, check dams of pea gravel-filled burlap bags or other material, and/or immediate mulching of exposed areas.
8. If a fish kill occurs or fish are observed in distress, the project activity shall immediately cease and WDFW Habitat Program shall be notified immediately.
9. All debris or deleterious material resulting from construction shall be removed from the beach area and bed and prevented from entering waters of the state.
10. No petroleum products or other deleterious materials shall enter surface waters.
11. Wood treated with preservatives, trash, waste, or other deleterious materials shall not be burned below the ordinary high water line. Limited burning of untreated wood or similar material may be allowed at or above the mean higher high water line.
12. Project activities shall not degrade water quality to the detriment of fish life.

SEPA: Exempt, no other non-exempt permits

APPLICATION ACCEPTED: January 17, 2002

ENFORCEMENT OFFICER: Golden 181 [P3]

Doris Small (360) 895-4756
Watershed Steward Biologist

for Director
WDFW

cc: Courtney Wasson, DNR
Sandra Lange, DOE

RECEIVED

MAR - 8 2002

DNR-SPS

GENERAL PROVISIONS

This Hydraulic Project Approval (HPA) pertains only to the provisions of the Fisheries Code (RCW 77.55 - formerly RCW 75.20). Additional authorization from other public agencies may be necessary for this project.

DNR-00049905



HYDRAULIC PROJECT APPROVAL
RCW 77.55.100 - appeal pursuant to Chapter 34.05 RCW

State of Washington
Department of Fish and Wildlife
Region 6 Office
48 Devonshire Road
Montesano, Washington 98563-9618

DATE OF ISSUE: March 4, 2002

LOG NUMBER: 00-F1534-02

This HPA shall be available on the job site at all times and all its provisions followed by the permittee and operator(s) performing the work.

This HPA does not authorize trespass.

The person(s) to whom this HPA is issued may be held liable for any loss or damage to fish life or fish habitat which results from failure to comply with the provisions of this HPA.

Failure to comply with the provisions of this Hydraulic Project Approval could result in a civil penalty of up to one hundred dollars per day or a gross misdemeanor charge, possibly punishable by fine and/or imprisonment.

All HPAs issued pursuant to RCW 77.55.100 or 77.55.200 are subject to additional restrictions, conditions or revocation if the Department of Fish and Wildlife determines that new biological or physical information indicates the need for such action. The permittee has the right pursuant to Chapter 34.04 RCW to appeal such decisions. All HPAs issued pursuant to RCW 77.55.110 may be modified by the Department of Fish and Wildlife due to changed conditions after consultation with the permittee: PROVIDED HOWEVER, that such modifications shall be subject to appeal to the Hydraulic Appeals Board established in RCW 77.55.170.

APPEALS - GENERAL INFORMATION

IF YOU WISH TO APPEAL A DENIAL OF OR CONDITIONS PROVIDED IN A HYDRAULIC PROJECT APPROVAL, THERE ARE INFORMAL AND FORMAL APPEAL PROCESSES AVAILABLE.

A. INFORMAL APPEALS (WAC 220-110-340) OF DEPARTMENT ACTIONS TAKEN PURSUANT TO RCW 77.55.100, 77.55.110, 77.55.140, 77.55.190, 77.55.200, and 77.55.290:

A person who is aggrieved or adversely affected by the following Department actions may request an informal review of:

- (A) The denial or issuance of a HPA, or the conditions or provisions made part of a HPA; or
- (B) An order imposing civil penalties.

It is recommended that an aggrieved party contact the Area Habitat Biologist and discuss the concerns. Most problems are resolved at this level, but if not, you may elevate your concerns to his/her supervisor. A request for an INFORMAL REVIEW shall be in WRITING to the Department of Fish and Wildlife, 600 Capitol Way North, Olympia, Washington 98501-1091 and shall be RECEIVED by the Department within 30-days of the denial or issuance of a HPA or receipt of an order imposing civil penalties. The 30-day time requirement may be stayed by the Department if negotiations are occurring between the aggrieved party and the Area Habitat Biologist and/or his/her supervisor. The Habitat Protection Services Division Manager or his/her designee shall conduct a review and recommend a decision to the Director or its designee. If you are not satisfied with the results of this informal appeal, a formal appeal may be filed.

B. FORMAL APPEALS (WAC 220-110-350) OF DEPARTMENT ACTIONS TAKEN PURSUANT TO RCW 77.55.100 OR 77.55.140:

A person who is aggrieved or adversely affected by the following Department actions may request an formal review of:

- (A) The denial or issuance of a HPA, or the conditions or provisions made part of a HPA;
- (B) An order imposing civil penalties; or
- (C) Any other "agency action" for which an adjudicative proceeding is required under the Administrative Procedure Act, Chapter 34.05 RCW.



HYDRAULIC PROJECT APPROVAL
RCW 77.55.100 - appeal pursuant to Chapter 34.05 RCW

State of Washington
Department of Fish and Wildlife
Region 6 Office
48 Devonshire Road
Montesano, Washington 98563-9618

DATE OF ISSUE: March 4, 2002

LOG NUMBER: 00-F1534-02

A request for a **FORMAL APPEAL** shall be in **WRITING** to the Department of Fish and Wildlife, 600 Capitol Way North, Olympia, Washington 98501-1091, shall be plainly labeled as "REQUEST FOR FORMAL APPEAL" and shall be **RECEIVED DURING OFFICE HOURS** by the Department within 30-days of the Department action that is being challenged. The time period for requesting a formal appeal is suspended during consideration of a timely informal appeal. If there has been an informal appeal, the deadline for requesting a formal appeal shall be within 30-days of the date of the Department's written decision in response to the informal appeal.

C. FORMAL APPEALS OF DEPARTMENT ACTIONS TAKEN PURSUANT TO RCW 77.55.110, 77.55.200, 77.55.230, or 77.55.290:

A person who is aggrieved or adversely affected by the denial or issuance of a HPA, or the conditions or provisions made part of a HPA may request a formal appeal. The request for **FORMAL APPEAL** shall be in **WRITING** to the Hydraulic Appeals Board per WAC 259-04 at Environmental Hearings Office, 4224 Sixth Avenue SE, Building Two - Rowe Six, Lacey, Washington 98504; telephone 360/459-6327.

D. FAILURE TO APPEAL WITHIN THE REQUIRED TIME PERIODS RESULTS IN FORFEITURE OF ALL APPEAL RIGHTS. IF THERE IS NO TIMELY REQUEST FOR AN APPEAL, THE DEPARTMENT ACTION SHALL BE FINAL AND UNAPPEALABLE.

CP 151

FILED
KITSAP COUNTY

MAY 18 1998

May 3 1 57 PM '98

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KITSAP

BY

THE CITY OF BREMERTON, a
municipal corporation,

Plaintiff,

v.

WILLIAM SESKO and NATACHA
SESKO, and their marital
community,

Defendants.

NO. 97-2-01749-3

JUDGMENT GRANTING
INJUNCTIVE RELIEF

THIS MATTER having come on regularly for hearing before the undersigned, plaintiff appearing through its counsel, Jane R. Koler of Casey & Pruzan, defendant appearing pro se, the Court having heard the evidence of plaintiff in support of the Complaint herein, having heretofore entered its Findings of Fact and Conclusions of Law and being advised in the premises, it is

ORDERED, ADJUDGED AND DECREED:

1. The City of Bremerton is entitled to a mandatory injunction requiring abatement of the nuisance on the Seskos property located at 1701 Pennsylvania Avenue, Bremerton, Washington.

JUDGMENT GRANTING INJUNCTIVE RELIEF
Page 1



BREMERTON FIRE DEPT

JMENT \$14.00 Kitsap Co, WA

200110020401

Page: 3 of 7

10/02/2001 02:10P

LAW OFFICES
CASEY & PRUZAN

COPY

DNR-00049908

CP 152

2. The Seskos shall clean up the property located at 1701 Pennsylvania Avenue, Bremerton, Washington within 120 days, or by ~~August 12~~ ^{SEP 7}, 1998, by removing all objects, structures and materials stored on the property. They shall remove, or cause to be removed, all old airplanes, dilapidated vehicles, including boats, buses, and cars, tires, rusty tanks, rusty machine parts, junk piers, wooden pallets, concrete chunks, modular buildings, metal debris, storage tanks, old signs, the building on sled runners, old boats, a rusty barge, storage tanks, pontoons, rusty breakwater float, mattresses, styrofoam floats, portable buildings, a crane, rusty metal objects, metal scraps, and wood scraps. All things collected on the property must be removed.
3. The Seskos shall not use this property as a storage facility and cannot store objects of any kind on the property.
4. The City of Bremerton needs to facilitate the cleanup of the property by issuing any necessary permits to authorize removal of the objects from the property.
5. In ordering the Seskos to clean up their property, it is necessary to distinguish between the abatement of the nuisance and the cleanup of toxic contaminants. This order in no way obligates the Seskos to clean up toxic contaminants on the property. The Seskos are not required to eliminate or

JUDGMENT GRANTING INJUNCTIVE RELIEF

Page 2

COPY

LAW OFFICES
CASEY & PRUZAN
18TH FLOOR PACIFIC BLDG.
720 THIRD AVENUE

200110020401

Page: 4 of 7

18/02/2001 02:18P

Kitsap Co, WA

JMENT

BREMERTON FIRE DEPT

25

DNR-00049909

CP 153

1 secure the concrete pit on their property. The Seskos cannot store objects
2 in the concrete pit on their property.

3
4 6. This Court will maintain jurisdiction over this case until the cleanup is
5 accomplished.

6 Dated this 8th day of May, 1998.

7
8
9
10 JAY B. ROOF, JUDGE

11
12
13
14 Presented by:
15 CASEY & PRUZAN

16 Jane Koler
17 Jane Koler, WSBA No. 13541
18 Attorney for Plaintiff

19
20 Copy received; Notice of
21 presentation waived:

22 William D. Sesko
23 William Sesko, Pro Se

COPY

24 JUDGMENT GRANTING INJUNCTIVE RELIEF
25 Page 3



BREMERTON FIRE DEPT

JNENT \$14.00

200110020401
Page: 5 of 7
10/02/2001 02:10P
Kitsap Co, WA

LAW OFFICES
CASEY & PRUZAN

DNR-00049910

RECEIVED AND FILED
IN OPEN COURT

DEC 15 2000

DEAN C. LOGAN
KITSAP COUNTY CLERK

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KITSAP

CITY OF BREMERTON, a
Washington Municipal corporation,

Plaintiffs,

vs.

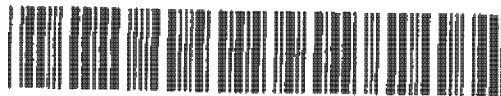
WILLIAM SESKO and NATACHA
SESKO, and their marital
Community,

Defendar,

BREMERTON FIRE DEPT

NO. 97 2 01749 3

~~PROPOSED~~ ORDER CLARIFYING
JUDGMENT



200110020401
Page: 6 of 7
12/02/2001 02:10P
Kitsap Co, WA

THIS MATTER having come on regularly for hearing before the undersigned, plaintiff
appearing through its counsel, David B. St.Pierre, City of Bremerton Assistant City Attorney,
defendants appearing pro se, the Court having reviewed the files and documents submitted, heard the
arguments of the parties and being advised in the premises,

COPY

ORDER
CLARIFYING JUDGMENT

City of Bremerton
Legal Department
239 4th Street

DNR-00049911

THE COURT FINDS:

That the dates of Defendants' compliance with the May 8, 1998 Judgment of this court have all passed during the pendency of Defendants' unsuccessful appeal of the Judgment, and it is

ORDERED, ADJUDGED AND DECREED:

That the May 8, 1998, JUDGMENT GRANTING INJUNCTIVE RELIEF, is hereby clarified to authorize:

1. the City of Bremerton and its contractors to IMMEDIATELY enter the Defendant's property ^{PREPARE FOR CONTRACT BIDDING} at 1701 Pennsylvania Avenue, Bremerton Washington, to remove all objects and vehicles on the property. ^{Authority to REMOVE SUCH PROPERTY SHALL BEGIN ON JANUARY 3, 2000.} This authority to enter and remove objects, boats, and vehicles from the Defendants' property will continue until the nuisance has been abated; and
2. the City of Bremerton to impose a lien on Defendants' property to collect sums incurred to clear off the property and if any object, boat, or vehicle on the property has salvage value, then the City of Bremerton must credit the salvage value of such object, boat, or vehicle against charges imposed for the removal of goods.

Dated this 19th day of December, 2000.

COPY

Jay B. Roof
JAY B. ROOF, Judge

Copy Received. *approved as to the form.*

Presented by:
GLENN MALANCA
City Attorney, City of Bremerton
[Signature]
DAVID B. ST. PIERRE, WSBA # 27888
Assistant City Attorney, Attorney for Plaintiff

William and Natacha Sesko
William and Natacha Sesko
Defendants, Pro Se

ORDER
CLARIFYING JUDGMENT

Special Appearance
WSB # 22543
Special Appearance

City of Bremerton
Legal Department
239 4th Street
Bremerton, WA
(360) 478-2345
(360) 478-5161 FAX

200110020401

Page 7 of 7

10/02/2001 02:10P

JMENT \$14.00 Kitsap Co. WA

BREMERTON FIRE DEPT

Washington Department of Natural Resources
Aquatic Resources Program

Abandoned and Derelict Vessel Prioritization Worksheet

Project ID

Final Prioritization

Vessel Name

Does the vessel require federal action?

☐ Yes ☐ No

Is vessel in imminent danger of sinking?

☐ Yes ☐ No

Potential hazard to human health or safety.

☐ 1A

Potential environmental hazard.

☐ 1B

Potential navigational hazard.

☐ 1C

Minimum hazard potential.

☐ 1D

Does vessel pose a direct threat to human health or safety?

☐ Yes ☐ No

Threat to human health.

☐ 2A

Threat to human safety.

☐ 2B

Does vessel pose a direct threat to the environment?

☐ Yes ☐ No

Currently discharging, or has the potential to discharge, petroleum, oils, lubricants, solvents or other hazardous substances.

☐ 3A

Impacting federal or state listed plant or wildlife species.

☐ 3B

Impacting other protected species.

☐ 3C

Impacting aquaculture.

☐ 3D

Impacting recreational shellfish beds, game or food fish.

☐ 3E

Impacting state geoduck beds.

☐ 3F

Impacting water quality.

☐ 3G

Impacting a marine protected area.

☐ 3H

Impacting air quality.

☐ 3I

Does vessel pose a direct threat to navigation?

☐ Yes ☐ No

Blocking entrance to embayment or other important navigation route.

☐ 4A

Located where it may be a hazard to navigation but is not in a defined navigation route.

☐ 4B

Blocking access to a marina or a marina slip.

☐ 4C

Does vessel meet the definition of abandoned or derelict?

☐ Yes ☐ No

Vessel does not meet any of the criteria listed above.

☐ 5

Comments:

(11)

Perms, hauler etc + Arsenal away props.

↓

↓

City Remanum
has lots debt
against this
for after clean ups.

honesty.

Prob no valid will

Priority 1

MICA upland

Clean-up site.

State has 600
land.

13 items -

3 vessel shells
45' on land

↓ broken up
1 Sunken vessel -
our dive team
dove there.

< 10' copies
in Leighs

(ZBS)

threat to
human ~~time~~
Safety. -

evidence of
human activity
(beer cans)
easy access to
Children +
very unsafe.



WASHINGTON STATE DEPARTMENT OF
Natural Resources

DOUG SUTHERLAND
Commissioner of Public Lands

FACSIMILE COVER LETTER

To: Sarah Wilson

Telephone:

Fax: (360) 902-1786

From:

Shoreline District Aquatics Region
950 Farman Ave N.
Enumclaw, WA 98022-9282

Sender's Name:

Courtney Wasson

Telephone: (360) 825-1631 TTY: (360) 825-6381 Fax: (360) 825-1672

Date: 9-Nov-04

Time: 10:05 am

Total number of pages (including cover sheet): 2

Description: Hey Sarah- I found this memo while going through the City of Bremerton's legal documents on Sesko. It looks as though BRC can remove those boat shells (on the beach) for \$2,425.00. They are a hazard to kids w/ curious minds. Just an FYI!! Courtney (111)

MEMO



City of Bremerton Fire Dept

Janet Lundford

Paul Roring, Project Manager

(360) 478-5213

Fax: (360) 478-7257

P.O. Box 2330

Buckley, Washington 98321

(360) 829-2940 Voice

(360) 829-4123 Fax

MEMO 009

1/4/02

13:07:21

Sexo Property Nuisance Abatement - Pennsylvania

Credit for Boat Removal On The Beach @ Pennsylvania Ave

Janet,

In regards to our telephone conversation on Thursday, the following is the estimate that you requested for the work to take the boats off the shore at Pennsylvania Ave. It would take an operator, an excavator, and a laborer for a full day, loading the top of the hill and crush them and load them out. Also I have estimated that I could be able to get all the boats in one load of garbage to go to the land fill. The total for loading and disposing of these items would be \$2,425.00. This amount is only an estimate. BRC Inc would credit to the contract if we did not have to perform the above mentioned work.

If you have any questions please give me a call at my office or on my cell phone 360-0958.

Thank You

Paul Roring

Estimate Manager

Post-It® Fax Note	7671	Date	2/5/02	# of pages	1
To	Janet Lundford	From	Paul Roring		
Co./Dept.		Co.			
Phone #		Phone #			
Fax #	478-5961	Fax #			

*Sarah -
other informant
for your
informant
Courtney*

PENN PLAZA INDUSTRIAL PARK
1343 LOWER MARINE DRIVE
BREMERTON, WA. 98312

August 28, 2002

Courtney S. Wasson
Aquatic land Manager
South Puget Sound Region
950 Farman Ave. N.
Enumclaw, Wa. 98022

Dear Mr. Wasson:

Thank you for visiting our site. I hope you realize that we are very anxious to clean up this adjoining property.

The two very large tanks below our property that you viewed on the beach were moved there from Sesko's beach, by Mr. Sesko, about approximately 90 days ago without our knowledge or permission. They are not items we would want there under any circumstances.

As concerns the 12 boats on the beach, we have no first hand knowledge of their ownership, except the very large ship which belongs to John Jordan. We do know that they were all placed there by Bill Sesko, and some paid moorage fees. We also know that parts from some boats were sold by Mr. Sesko. Most of the boats are bought and sold with bill of sales and not a transfer of titles.

Please call me if you need additional information.

Sincerely,

Wallace J. Barto
Wallace Barto, Manager

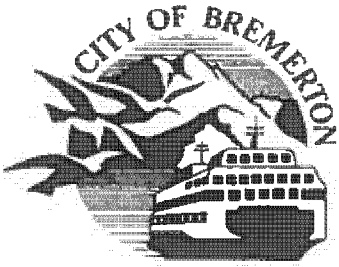
cc: Janet Lunceford

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DNR-00049917



File in
Scratch

BREMERTON FIRE DEPARTMENT

817 Pacific Avenue • Bremerton, WA 98337 • (360) 478-5380 • FAX (360) 478-7257

January 31, 2002

Dept. of Natural Resources
P.O. Box 7422
Olympia, WA 98507

ATTN: Courtney Wasson

re: Sesko property, Pennsylvania Avenue

Courtney:

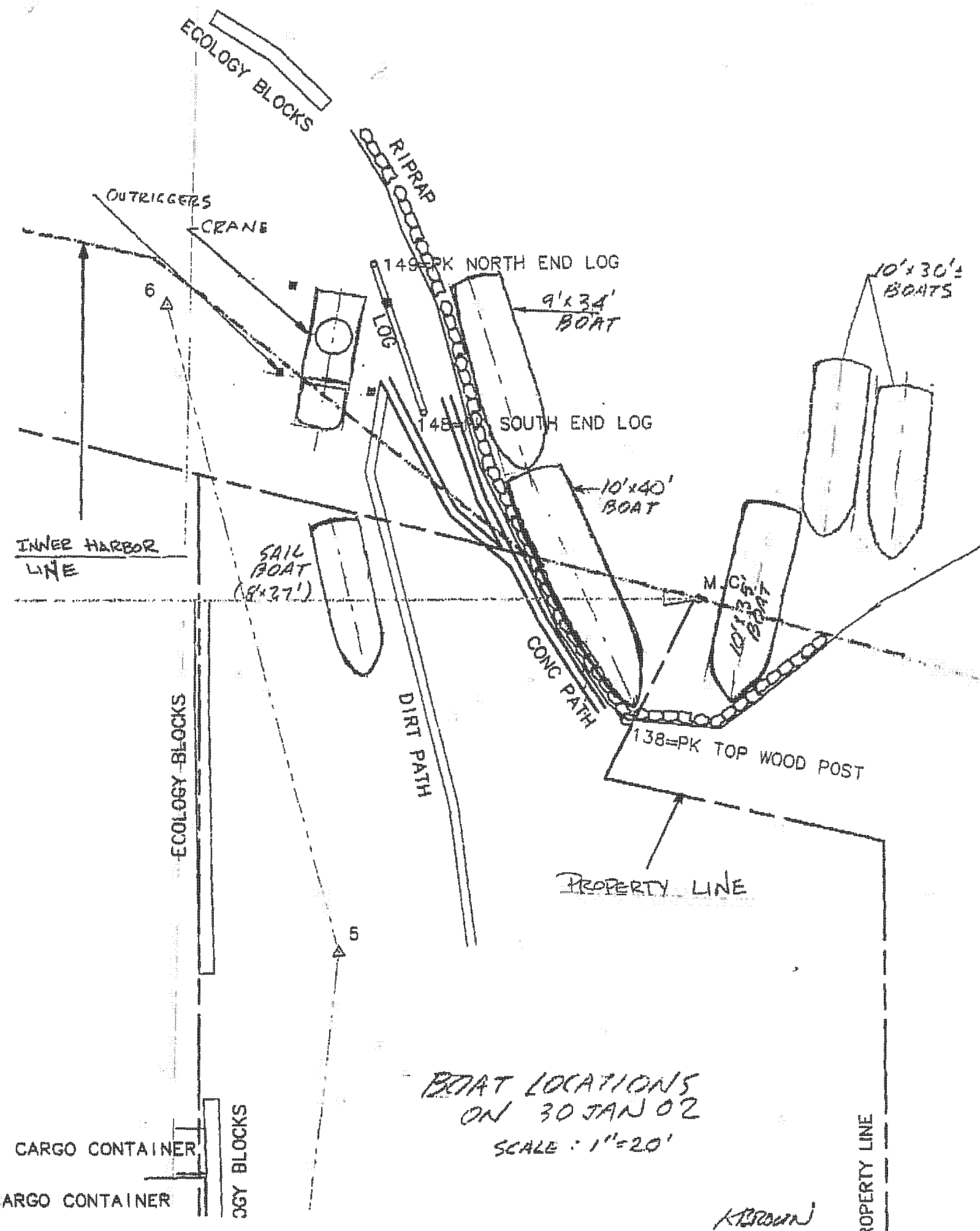
Please find enclosed a copy of a portion of the survey of the Sesko Pennsylvania property, showing the location of the 3 abandoned boats, Mr. Sesko's boats and the crane in relation to the inner harbor line. As we discussed on the telephone, it appears that one of Mr. Sesko's boats is not on Mr. Sesko's property, but on DNR's property. The court order issued for the cleanup of this site allows the City of Bremerton to remove items on Mr. Sesko's property; therefore, we will not be able to remove anything beyond the inner harbor line. We are still contemplating the feasibility of removing the three abandoned boats; however, if we cannot access them from the City's right-of-way, they will not be removed either.

If you need any more information, please feel free to contact me at (360) 478-5213.

Sincerely,

Janet K. Lunceford
Building and Development Specialist

cc: file



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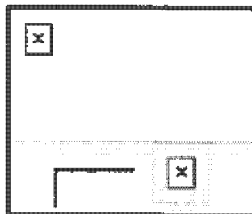
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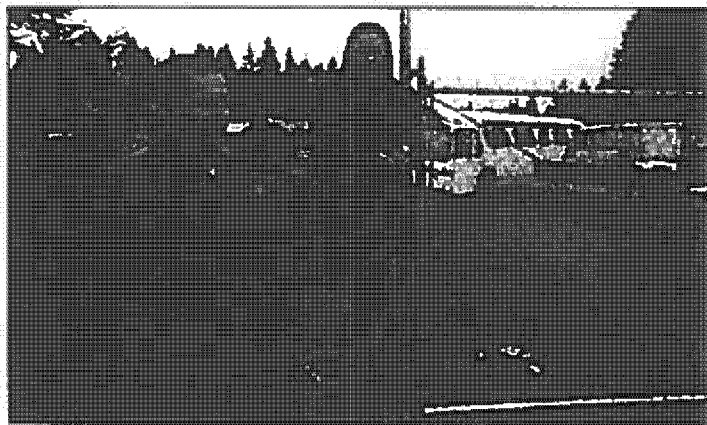
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Several months ago, properties on Pennsylvania Avenue and Arsenal Way owned by Bill and Natacha Sesko had been found by Bremerton administrative boards to be illegal junkyards and two Kitsap County Superior Courts to be public nuisances and authorized by the city to clean up the two properties. The Seskos, standing by the gate at their Arsenal Way property, appealed both Superior Court judgements. The Court of Appeals has ruled that the Seskos' allegations were without merit and that Bremerton was correct in its efforts to clean up the properties.

Staff photo by Steve Zugschwerdt

A local man has been ordered to clean up
what the city calls illegal junkyards.

One man's trash may be another man's treasure, but the city of Bremerton wants William Sesko to clean up both the junk and treasures that fill two of his properties.

Sesko said he needs the cars, trucks, tanks and other items stacked throughout his properties on

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Arsenal Way and Pennsylvania Avenue for his work as an inventor and mechanic. The city said the property, one of which used to hold the Perl's Pavilion dance hall, are illegal junkyards and a public nuisance.

The Washington State Court of Appeals, upholding two Kitsap Superior Court judgments in the latest round of a five-year battle between the Sesko and Bremerton, agrees with the city.

Assistant city attorney Knute Rife said Sesko now has 30 days to appeal the decision. After that time, or if the Supreme Court refuses to hear Sesko's appeal, the appellate court will send the case back to the Kitsap County Superior Court for enforcement of the cleanup orders.

Sesko said this latest turn doesn't tell the whole story of his dealings with the city. He said he has offered to build a structure on his property to house everything he has collected.

As an inventor, Sesko said he's in the business of "making things" and to make things, "you've got to have something to make it out of." The items in the yard represent the raw materials with which he works, he said.

He's willing to work with the city to try to come up with a solution. But it has progressed too far for him to make the city happy.

"They're saying I've got to remove everything (from the five-acre Arsenal Way property)," he said. "But where do you start?"

In the city's eyes, the starting point was passed years ago. Janet Lunceford, responsible for code enforcement in the city, said the property was once cleared under an order from Kitsap County. Once the city annexed the Arsenal Way area in 1991, she said, the pileup began again.

"There's lots of machinery," Lunceford said. "A lot of tanks, trucks, cars. If it's metallic, it's probably there."

The city says Sesko needs a special use permit to

store everything there that he does. The area is zoned for an industrial park use, so he could have gotten a permit to run a junkyard. In order to do that however, Sesko would have to make the pileup invisible from the outside.

Sesko said he has planted trees and put up fencing to help hide the buildup from view.

Too little, too late, counters the city. A junkyard can't get a special-use permit "after the fact," according to Lunceford.

Sesko can clean the area, get a special-use permit and start packratting again.

Published in The Sun: 03/02/2000

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BREMERTON

Planning and Building Department

Memo

To: JANET LUNCEFORD

From: Chris Hugo, Director 

Date: October 23, 2001

Re: SESKO ABATEMENT SEPA EXEMPTION

Several weeks ago Jane Ryan Koler, an attorney representing William Sesko, sent you a letter indicating that the provisions of SEPA do not apply to the Sesko abatement projects. Ms. Koler makes reference to WAC 197-11-800(13)(d) in her letter.

That section of the WAC states in part that, "any action undertaken by an agency to abate a nuisance or to abate, remove or otherwise cure any hazard to public health or safety" shall be exempt from the provisions of SEPA. The section does not exempt the application of pesticides and chemicals and indicates that licenses or adoption of ordinances or regulations will not be considered exempt. I have attached a copy of the WAC for your reference.

In summary, Ms. Koler is correct that actions directly related to abatement of the Sesko violations are exempt from SEPA. Licenses, permits, or adoption of ordinances or regulations associated with this abatement are not.

As the responsible SEPA official, I have reviewed the specifications for the proposed project and determined that it is categorically exempt from the provisions of SEPA. If you should have any questions or require additional information from me as SEPA Responsible Official, feel free to contact me.

Enclosures: Jane Ryan Koler Letter
Copy of WAC 197-11-800

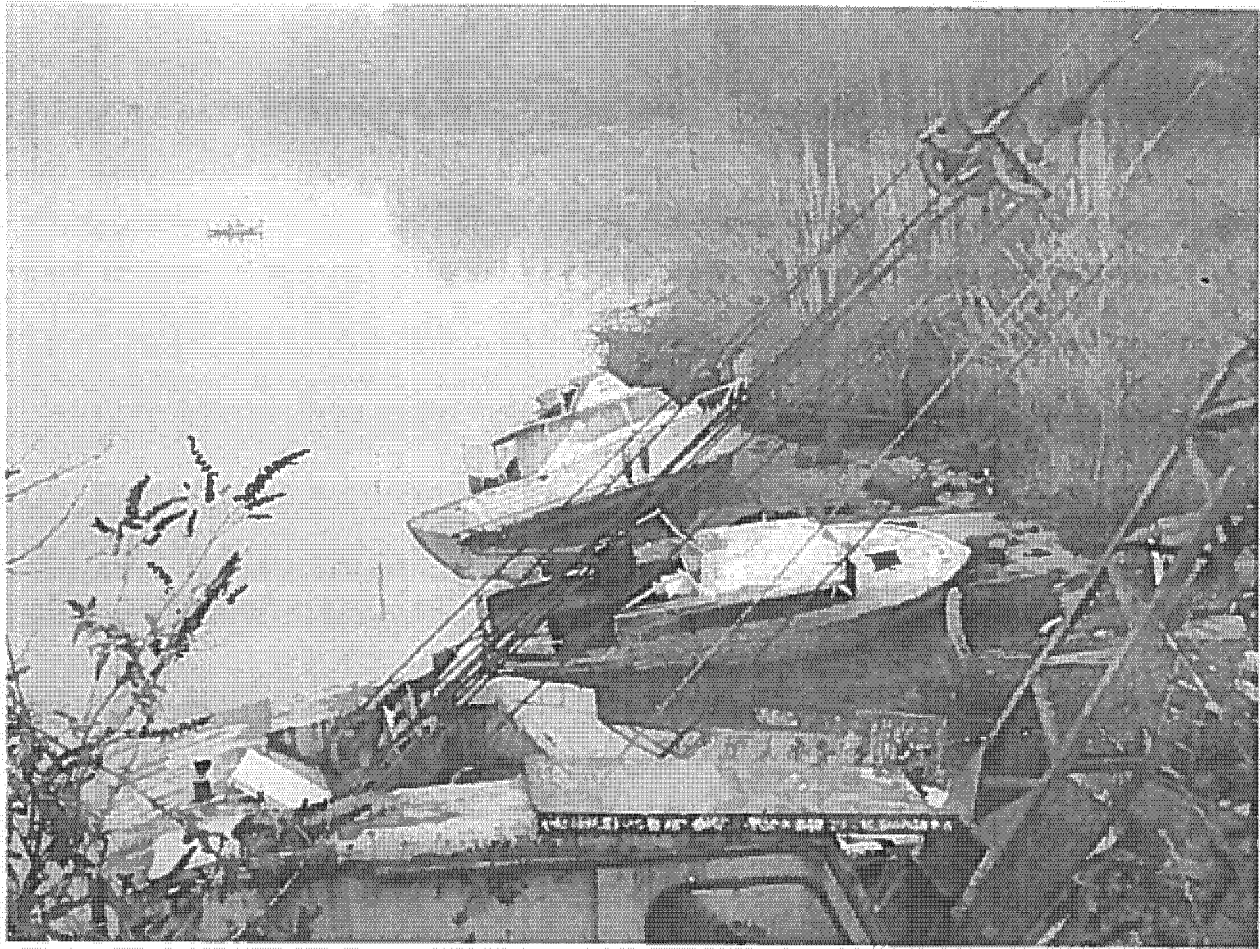
CH/mh



two days. It has a 1994 registration sticker N69 92K. Please let me know if you can find out any ownership info. I was told that it belonged to a Joe Wadlington but would like to confirm.

Thanks,
Melissa

Melissa Montgomery
Aquatic Land Manager
Washington Dept. of Natural Resources
950 Farman Ave N
Enumclaw, WA 98022-9282
360-825-1631 x2020





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KAREN**Dept. of Licensing, State of WA****PO BOX 2957****OLYMPIA, WA 98507****Phone: (360) 902-4000****Fax: (360) 902-3827****STATE OF WASHINGTON****FAX****To: DNR****Attn: RICK****Fax: 902-1786****Date: 02/17/05****Phone: 902-1574****Pages: 2****Re:****CC:**☐ **Urgent**☐ **For Review**☐ **Please Comment**☐ **Please Reply**☐ **Please**

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Kyle Watson
Global Diving & Salvage Inc.
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PS Form 3811, February 2004

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July 19, 2005

Kyle Watson
Global Diving and Salvage, Inc.
3840 West Marginal Way, S.W.
Seattle, WA 98106

SUBJECT: Vessel Removal Contract No. 05-383 - Security Release

Dear Mr. Watson:

This letter is to advise you that as of this date, the state relinquishes all interest and claim against Bond No. 104342530, issued by Travelers Casualty and Surety Company of America in the amount of \$30,382.15. A copy of Bond No. 104342530 is enclosed.

If you have any questions or concerns, please call me at (360) 825-1631, extension 2020.

Sincerely,

Melissa Montgomery ^{GS}

Melissa Montgomery, Land Manager
Shoreline District Aquatics Region

Enclosure

c: Region File
Aquatic Resources File

gj/GlobalDivingSecurityRelease

CHIEF COPY

**CONSTRUCTION
CONTRACT BOND**

Bond 104342530

KNOW ALL BY THESE PRESENTS, That we, GLOBAL DIVING & SALVAGE, INC.(called Principal), as Principal, and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICAa _____ corporation of HARTFORD, CONNECICUT (called Surety), as Surety, are held andfirmly bound unto Washington Dept. of Natural Resources (called Obligee) in the sum of Thirty Thousand Three HundredEighty Two and 15/100 ----- Dollars (\$ 30,382.15)

for the payment whereof Principal and Surety bind themselves, their legal representatives, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a written Contract dated 6-8-05with Obligee for Removal and Disposal of a Derelict Vessel, Solicitation/RFP No. KP05-004

a copy of which Contract is hereto annexed and made a part hereof as fully as if set forth herein:

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That, if Principal shall faithfully perform such Contract and pay all persons who have furnished labor or material for use in or about the improvement and shall indemnify and save harmless Obligee from all costs and damage by reason of Principal's default or failure so to do, then this obligation shall be null and void; otherwise it shall remain in full force and effect. Surety hereby waives notice of any alteration, extension or forbearance as to any of the terms of the Contract other than the terms of payment thereunder, made or extended by Obligee or Principal.

NO RIGHT OF ACTION shall accrue upon or by reason hereof to, or for the use or benefit of, anyone other than the Obligee herein named.

NO SUIT, ACTION OR PROCEEDING by the Obligee to recover on this bond shall be sustained unless the same be commenced within two (2) years following the date on which Principal ceased work on said Contract.

Signed and sealed this 16th day of June, 2005.GLOBAL DIVING & SALVAGE, INC.By T.M. Be... PRES. PrincipalTRAVELERS CASUALTY AND SURETY
COMPANY OF AMERICABy Linda Pawlak
Linda Pawlak, Attorney-in-Fact